LIBER 125 PAGE 1

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HENRY O. NELSON AND BETTY J. NELSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY No. 13,746 Equity

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Towns-Worth Bldg., South St.
Annapolis, Waryland
Attorney named in Nortgage

FILED

1960 APR 11 PM 12:15

## LIBER 125 PAGE 2 LIBER 1076 PAGE 445

FIRST PURCHASE MONEY

Egunty no. 13, 746

This Mortgage,

made this

2nd

November

in the year one thousand nine hundred and

fifty-six

, between

day of

HENRY O. NELSON and BETTY J. NELSON, his wife

of Anne Arundel Co, in the

State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor (s) the sum of

FOUR THOUSAND TWO HUNDRED DOLLARS \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ (\$4,200.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of THIRTY SIX DOLLARS \_ \_ \_ \_ \_ \_ \_ \_ \_ (\$36.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

The due execution of this mortgage was a condition precedent to the granting of said advance.

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lot(s) of ground situate and lying in

Seventh Election District, Anne Arundel County, State of Maryland and described as follows: KNOWN AND DESIGNATED as Lots Nos. 20, 22, 24 and 26, in Block 8, as shown on the Plat of Avalon Shores, Section A, recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 36.

BEING the same property conveyed to the within-named Mortgagors by Eleanor Wessels and Kling V. Wessels, her husband, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

1958 APR = 8 PM 3: 26

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## LIBER 125 PAGE 3

The said Mortgagor agree to pay a "late charge" not to exceed four per cent (45) of any installment which is not paid within twenty (20) days of the due date thereof; to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and morrgaged, viz.: garages; all barhroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hor water heaters, oil burner, oil rank and circularors, built-in club room with its appurrenances; built-in radio antenna; all lighting fixtures, built-in mantels, and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this morrgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the morrgagee as a part of morrgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining. TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Morrgagee, its successors and assigns, in fee simple.

#### LIBER 1076 PAGE 447

LIBER 125 PAGE 4

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Morrgagor(s), for themselves, their

heirs, personal representatives or assigns, covenant with rhe

said Mortgagee, its successors or assigns, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.
- III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.
- IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.
- V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
- VII. That the whole of said principal sum shal! become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mottgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any rime after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon trainfication of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Morrgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagot (s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lor(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgage	$\operatorname{dr}(s)$ .	
WITNESS:	Henry J. Nelson	(SEAL)
Pareiro m. Boznam	Betty J. Nelson	(SEAL)
Pauline M. Bozman		(SEAL)

# LIBER 125 PAGE LIBER 1076 PAGE 448

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, th	at on this 2nd	day of	November	1
in the year one thousand, nine	hundred and	fifty_six	, before me, the subscr	iber, a Notary
Public of the State of Marylar	nd, in and for said Co	ounty, personally appeared	Henry O. Nelson and	:
Betty J. No	elson, his wife	• :	, the above named	Mortgagor(s)
satisfactorily proven to be the	person(s) whose nam	e(s) are	subscribed to the wit	hin Mortgage,
and acknowledged that	they	·	executed the same fo	r the purposes
therein contained, and also	they.	acknowledged the for	egoing Mortgage to be th	neir
act. At the same time also a	ppeared ROBERT C.	WARD, President of sa	id Mortgagee, and made oath	in due form
of law that the consideration n	nentioned in said Mor	rgage is true and bona fid	e as therein set forth.	
AS WITNESS my hand a	nd Notarial Seal.			
		Loude	m. 13-70	Missing
			NOTARY PUBLIC	100
My Commission expires	5/6/57		Pauline M. Boznari	
Poc'l d	for record Mon	/. 5 1966_ a7/2.38	RM.	2
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; 11	1 1	II <b></b>		
	,	30 I	ined pe	Clerk
	'	GS OF	&c. (	
WM. W. TOWNSHEND, JR.  Attorney TOWNS-WORTH BLDG. ANNAPOLIS, MD. FIRST PURCHASE MONEY MORTGAGE	TE	VIN VIA YLA	oʻclock & & & & & & & & & & & & & & & & & & &	72 12
4. W. TOWNSHEND,  Attorney TOWNS-WORTH BLDG. ANNAPOLIS, MD.  RST PURCHASE MONE	e si	SA LTIC 1AR	Section 1	38 R G4
V. TOWNSHEN Attorney WNS-WORTH BL ANNAPOLIS, MD. F PURCHASE M	FROM AN	TO RAL OCIA IE, N	<b>₩</b>	#12: 
TON AM NS-W NNAP PUR	H [1.50]	SSC	cord in Liber folio Sir Anne A	5P.; Ji.i.: F0L.I
I. W. Tow Ald Ald MC		N A N BU	reco	7Z
FI	FROM HENRY O. NELSON AND BETTY J. NELSON, HIS WIFE	TO UNITED FEDERAL SAVING LOAN ASSOCIATION OI GLEN BURNIE, MARYLAN	at o'clock  at o'clock  at o'clock  and recorded in Liber  folio  All Records St. Anne: Arthel County  All Records St. Anne: Arthel exam	.955NOV5PM.1238 6. Record (\$.50) 1.1.1.05.0.610 NO.1076F01.10 445
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Cost & REGISTA ED HA LIDER G+已 NO. 1076 FOLIO 445 GEO. I. CROMWELL, CLERK

........955...N0V...5...PM:12:.38....

Received for record ......

Same day recorded in Liber ....

#### LINER 125 PAGE 6

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HENRY O. NELSON AND BETTY J. NELSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY No. 13 746 Equity

#### STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Henry 0.

Nelson and Betty J. Nelson, his wife, dated November 2, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C.

No. 1076, folio 445-----\$ 4,200.00

Total amount paid on principal Less: Credit in expense account

\$ 613.02 49.32

662.34

\$ 3,537.66

Interest to May 3, 1960

75.32

Amount of indebtedness due-----\$ 3,612.98

William W. Townshend, Jr., Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this // day of April, 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Viola D. Brown, Notary Hand

FILED

1960 APR 11 PM 12:15

### 2017,746

## LIBER 125 PAGE 7 AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, SS

I hereby certify that, on this

day of April

19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr.

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant s (Here, state facts showing that the defendant is not in the military service of the United States of America.)

Henry O. Nelson and Hetty J. Nelson, his wife

not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this

111/2

day of

Noterial Seal

April , 19 60

Viola J. Brown Notary Public

My Commission will expire on: May 1, 1961

Filed.

FILED 1960 APR 11 PM 12:15 New Amsterdam Eisuisi Compani

LIBER 125 PAGE 235

60 JOHN STREET

BALTIMORE,MD.

227 ST PAUL STREET

A STOCK COMPANY

BOND NO. 314587

No. 13, 146 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr., of South Street, Annapolis, Maryland, as Principal, and the New Amsterdam Casualty Company, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FORTY-TWO HUNDRED AND 00/100 (\$4200.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 25th day of April, 1960.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Henry O. Nelson and Betty J. Nelson, his wife to the United Federal Savings and Loan Association, bearing date on or about the 2nd day of November, 1956, the said William W. Townshend Jr.as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon in whole or in part; and

WHEREAS: default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr. as Attorney Hamed in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:

Witness as to Surety:

W. L. Xhane M. S. Kraus William W. Townshend Jr.

NEW AMSTERDAM CASUALTY COMP

R.H. Nichols Attorney in Fact

Bond approved this 26 day of Gent, 1960

Clerk

FILED

William W. Townshend, Jr., At-torney Towns-Worth Bldg. South Street Annapolis, Maryland

#### Attorney's Sale

#### Of Valuable Fee Simple Property

Under and by virtue of a power of sale contained in a mortgage from Henry O. Nelson and Betly J. Nelson, his wife, dated November 2, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1076, Folio 445, default h a v i n g occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

#### Tuesday, May 3, 1960 At 11:30 A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Maryland,
Known and designated as Lots
Nos. 20, 22, 24 and 26. in Block
8, as shown on the Plat of Avalon Shores, Section A, recorded
among the Plat Records of Anne
Arundel County in Plat Book 8,
Folio 36.
Being the same property conveyed unto Henry O. Nelson and
Betty J. Nelson, his wife, by
Elcanor Wessels and Kiling V. Wessels, her husband, by deed dated
November 2, 1956 and recorded
among the aforesaid Land Records in Liber G.T.C. 1076, Folio
443.

The above property is improved

by a dwelling with modern conreniences.

Terms of Sale: A cash deposit;
will be required of \$500.00 of the
purchaser or purchasers at the
time and place of sale; balance of
time and place of sale; balance of
purchase price to be paid in each purchase price to be paid in cash and final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply

to:
WILLIAM W. TOWNSHEND, Jr.,
Altorney Towns-Worth Bldg.,
South St. Annapolis, Md.
Robert H. Campbell, Auctioneer
A-28

OFFIC. JF

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIBING

#### CERTIFICATE OF PUBLICATION

Annapolis, Md., 1940
We hereby certify, that the annexed
attorney's Sale
Hurry O. Welson.
Henry O. Melson Exity no. 13,746
was published in

## Maryland Gazette

	a newspaper published in the City of Annapolis, Anne Arundel
	County, Maryland, once a week for
	successive weeks before the 3 Al
	day of
	insertion being made the 7th day of
	agril , 1960.
	THE CIPYTH CLEANER TO THE
	50 MAY -4 PM 1:36
9	50 MAY -1, PM 1:38
	·

1.3

WILLIAM W. TOWNSHEND, JR., Attorney Towns-Worth Bldg., South Street Annapolis, Maryland

## ATTORNEY'S SALE

OF VALUABLE

## Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Henry O. Nelson and Betty J. Nelson, his wife, dated November 2, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1076, Folio 445, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

## Tuesday, May 3, 1960

at 11:30 a. m

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland.

Known and designated as Lots Nos. 20, 22, 24 and 26, in Block 8, as shown on the Plat of Avalon Shores, Section A, recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 36.

Being the same property conveyed unto Henry O. Nelson and Betty J. Nelson, his wife, by Eleanor Wessels and Kling V. Wessels, her husband, deed dated November 2, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1076, Folio 443.

The above property is improved by a dwelling with modern conveniences.

Terms of Sale: A cash deposit will be required of \$500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

FILED 1960 MAY-6 AM 9:34 William W. Townshend, Jr., Attorney Towns-Worth Bldg., South St., Annapolis, Md.

Annapolis, Maryland May 3, 1960

I hereby certify that I have this third day of May, 1960, sold the property described on the reverse hereof unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of Four Thousand Dollars (\$4,000.00), it

Robert

being then and there the highest hidder(s) therefor.

Annapolits, Maryland May 3, 1960

I/We hereby certify that I/we have this third day of May, 1960, purchased from William W. Townshend, Jr., Attorney, the property described on the revesse hereof, at and for the sum of Four Thousand Dollars (\$4,000.00).

and I/we hereby agree to comply with the terms of sale.

United Federal Savings and Loan Association of Clen Burnie

Purchaser

President

Purchaser

FILED 1960 MAY -6 AM 9:34

### UBER 125 PAGE 12

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HENRY O. NELSON AND BETTY J. NELSON, his wife

IN TAE

CIRCUIT COURT

FOR

No. 13. 146 Equity

#### LEPORT OF SALE

TO THE HONCRABLE THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Henry O. Nelson and Betty J. Nelson, his wife, dated November 2, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076, folio 445, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, Vay 3, 1960, at 11:30 o'clock A.M. and then and there sold the said property unto United Federal Savings and Loan Association of Glen Eurnie, Maryland, at and for the sum of Four Thousand Dollars (\$4,000.00) being at that figure the highest bidder therefor, said property described as follows:

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 20, 22, 24 and 26, in Block 8, as shown on the Plat of Avalon

FILED

1960 MAY -6 AM 9:34

### LIBER 125 PAGE 13

Shores, Section A, recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 36.

AND the said Attorney further reports that he has received from the said nurchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash denosit will be required of \$500.00 of the purchaser or purchasers at the time and place of sale: balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARCEDEL COUNTY, TO WIT:

I MERENY CERTIFY that on this day of way, 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM W. TOWNSHEAD, JR., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial Seal.

V 1011

Viola J. Brown, Notary Public

## ORDER NISI

LIBER 125 PAGE 14

<u> </u>		
IN THE MATTER OF THE MORTGAGED		
REAL ESTATE OF HENRY O. NELSON and		
*64***********************************		
BETTY J. NELSON, his wife		

## CIRCUIT COURT

BETTY J. NELSON, his wife	FOR
	ANNE ARUNDEL COUNTY
	No. 13,746 Equity
	May , 19 60, That the sale of the
	Jr., Attorney named in Mortgage
day of next; P	e contrary thereof be shown on or before the13th
day of next.	•
The report states that the amount of sale was \$	4,000.00
FILED 1960 MAY 6 AM 9:34	Lorge T Cromwelf Clerk.
True Copy,	Clerk.
TEST:	Clerk.
(Final Order) IN THE MATTER OF THE MORTGAGED	)
REAL ESTATE OF HENRY O. NELSON and	IN THE
XVERNIX.	CIRCUIT COURT
BETTY J. NELSON, his wife	FOR
<b>,</b>	ANNE ARUNDEL COUNTY
	Term, 19
ORDERED BY THE COURT, This that the sale made and reported by the _Attorney	day of, 1960, 1960
Confirmed no cause to the contrary having been shown	a, although due notice appears to have been given as re- he _Attorneyallowed the usual commissions and such
proper expenses as he shall produce vouchers for the A	uditor.

FILED 1960 JUN 15 AM 9:35

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,746 Equity IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

MORTGACED REAL ESTATE

MORTGACED REAL ESTATE

OF

HENRY O. NELSON and

BETTY J. NELSON, his wife

Ordered, this 6th day of May,

1950, That the sale of the Prop
erty in these proceedings men
tioned, made and reported by

William W. Townshend, Jr., At
torney named in Mortgage BE,

RATIFIED AND CONFIRMED,

unleas cause to the contrary

thereof by shown on or before

the 13th day of June next; Pro
vided, a copy of this Order be in
serted in some newspaper pub
lished in Anne Arundel County,

once in each of three successive

weeks before the 13th day of June

next.

The report states that the

next.

'The report states that the amount of sale was \$4,000.00.

GEORGE T. CRONWELL, Clerk Prus Copy. TEST:

GEORGE T. CROMWELL, Clerk Ju 2

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10 1960

We hereby certify, that the annexed

ry O. nelson.

was published in

### Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13.16 ----. 19.6.2. The first insertion being made the 12 Lb \_\_\_\_\_ day of \_\_\_\_, 19*.6<u>.0</u>.* THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 14985

JUN 10 PBy3: 412

In the Case of				
In the Matter of the Mortgaged	In the			
Real Estate				
of	Circuit Court			
<del> </del>				
Henry O. Nelson	For			
and	Anne Arundel County			
Betty J. Nelson, his wife				
To the Honorable, the Judges of said Court:	/ No. 13,746 Equity			
The Auditor reports to the Court that she has examined them she has stated the within account.	the proceedings in the above entitled cause, and from			
	•			
	•			
All of which is respectfully submitted.	Day H. Dall.			
June 30 1960	Auditor			
June 30, 1960				

FILED 1960 JUL-1 AM 10:39 In the Matter of the Mortgaged Real Estate of Henry O. Nelson in ac. and Betty J. Nelson, his wife To Attorney for Commissions, viz: . 150| 00 To Attorney for Fee, viz: 100 00 250,00 To Attorney for Court costs, viz: Plaintiff's Solicitor's appearance fee 10 00 Clerk of Court - Court costs 28 00 Auditor - stating this account 13 50 51 | 50 To Attorney for Expenses, viz: Capital-Gazette Press - advertising sale 52 52 Capital-Gazette Press - order nisi (sale 15 00 Capital-Gazette Press - order nisi (acct 12 00 Speer Publications, Inc. - handoills 12 78 New Amsterdam Casualty Co. -bond premium 16 | 80 Robert H. Campbell - auctioneer's fee 45 00 One-half Federal documentary stamps 2 20 One-half State documentary stamps 4 40 Viola J. Brown - notary fees 50 162 20 To Attorney for Allewances, viz: 1960 State and County taxes (\$81.39) - adjusted - 4 months 3 days 28| 33 Avalon Shores, Inc. - road maintenance for years 1957, 1958, 1959 and 1960 16 48 44 31 To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim 3.491 3,491 4,000 00 Amount of mortgage claim filed 3,612 98 Cr. Amount allowed above 3,491 Balance subject to decree in personam 121 49

William W. Townshend, Jr., Attorney named in Mortgage

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ORDER NISI LIBER 125 PA	In the
In the Matter of the Mortgaged  Real Estate	CIRCUIT COURT
of Wersusk	For .
Henry O. Nelson and	ANNE ARUNDEL COUNTY
Betty J. Nelson, his wife	-1
ORDERED, This 1st	above entitled cause,
BE RATIFIED AND CONFIRMED, unless cause to the day of	contrary be shown on or before the 8th  rided a copy of this Order be inserted in some newspaper T  three successive weeks before the successive we were the successive weeks before the successive we
ORDERED BY THE COURT, this aforegoing Report and Account of the Auditor be and the to the contrary having been shown, and that the Traste of interest as the same has been or may be received.	day of
1960 AUC -9 PM 3:56	tatthew I trans

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 13,746 Equity
In the Matter of the Mortgaged Real Estate of HENRY O. NELSON and BETTY J. NELSUN, his wife

SON, his wife

Crelered, this 1st day of July, 1909, That the Report and Account of the Auditor, filed this day in the above entitled cause BE PATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive works hefore the 8th day of August next.

GEORGE T. CROMWELL Clerk

GIORGE T. CROMWELL, Clerk Fron Cory, TEST: GEORGE T. CROMWELL, Clerk

Jу-21

#### **OF**

Annapolis. Md., \_\_( We hereby certify, that the annexed

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was published in

### Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, Ince a week for 3\_\_\_\_\_ successive weeks before the Sthe. \_\_\_\_, 19 🕰 Q. The first insertion being made the \_\_ Zth \_\_\_\_, 19<u>.60</u>.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 1987 5 - 21- PM 3: 16

#### Sitting as a Court of Equity

- 1.) ORIANNA LEONORA ADAMS
  1611 Orange Street, Berwick,
  Columbia County, Pennsylvania;
- 2.) RAYFOND SYLVESTER ASE, SR. and his wife,
- 3.) ELIZABETH M. ASH, and
- 4.) MARY PAULINE SMITH, all residing in Berwick, Columbia County, Pennsylvania;
- 5.) PAUL N. ADAMS, JR.,

6.) JOHE R. ADAMS.

- 7.) MELVIP A. SWITH, JR., and
- 8.) HARRY A. SMITH, all residing in Berwick, Columbia County, Pennsylvania;
- 9.) SARA E. LOWE, and 10.) EDWARD B. ASH, both residing in Berwick, Luzerne County, Pennsylvania:
- 11.) LEONORA A. GARRI. OW,
  Mt. View Trailor Park, Stony
  Point, Rockland County, New
  York;
- 12.) ESTHER J. MILLIR, 1226-A Park Avenue Alexandria, Louisiana;
- 13.) PLORA S. BAUMAN,
  947 West Fisher's Avenue,
  Philadelphia 41, Pennsylvania.

#### Plaintiffs

VB.

Equity No. 22857

- 1.) JUDITH F. ADAMS, 1611 Orange Street, Berwick, Columbia County, Pennsylvania;
- 2.) LOTTIF A. ASH, 368 Grant Street, Berwick, Columbia County, Pennsylvania;
- 3.) RAYMOND S. ASH, JR., 368 Grant Street, Burwick, Columbia County, Pennsylvania;
- 4.) WILLIAM E. ASH,
  368 Grant Street, Berwick,
  Columbia County, Pennsylvania;
- 5.) CHARLES F. SMITH,
  309 Woodin Street, Berwick,
  Columbia County, Pennsylvania;
- 6.) BEVERLY P. KRISS, Briar Creek, Columbia County, PENNsylvania.

Defendants.

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End by Pr.

#### BILL OF COMPLAINT

LIBER 125 PAGE 22

To the Honorable, the Judges of said Court:

Your orators, the thirteen (13) plaintiffs named above, complaining, say:

I

The thirteen (13) plaintiffs named above, and the six (6) defendants named above are all of the legatees and devisees who share in the residuery estate of one Leonora A. Burke, who died in Montgomery County, Maryland, on October 20, 1958, and the administration of whose estaté was completed, in case number 11,311, in the Orphen's Court for Montgomery County, Maryland. By the terms of item 7 of the will of the said Leonora A. Burke, all of these parties share in the ownership of two pieces of real estate which the said decedent owned at the time of her death, first, an improved piece of real estate in Takoma Perk, Montgomery County, Maryland, more fully described as Lot 11, Block 19, in a subdivision known as Gilbert's Addition to Takoma Park, Maryland, according to a plat recorded in Liber JA3, folio 478, one of the land records for Montromery County, Meryland, having for a street address, 38 Columbia Avenue, Takoma Park, Montgomery County, Maryland; second, a beach lot, in Anne Arundel County, Maryland, more fully described as Lot 4, Block L, in a subdivision known as Selbyon-the-Bay, located in the first election district, Anne Arundel County, Maryland. A certified copy of the said will is attached hereto, marked Plaintiff's Exhibit "A."

H

None of the said devisees and parties live in this State; it is not practicable for any of the parties to enjoy either of the said pieces of real estate by living thereon, or otherwise. It would meet the desires, and the best interests, of all of the parties to sell both of the said pieces of real estate, and divide the net proceeds, according to their interests under the will. The said real estate cannot be divided in kind without loss and injury to the owners thereof.

Orianna Leonors Adams, plaintiff number one, and Raymond Sylvester, Ash, Sr., plaintiff number two (together with his wife, Elizabeth M. Ash, who is plaintiff number three) and Mary Pauline Smith, plaintiff number four, each received a twenty-five per cent (25%), or a total of seventyfive per cent (75%) interest in each of the said pieces of real estate; all of the remaining parties, both the nine (9) other plaintiffs and the six (6) defendants, or fifteen (15) persons, share the remaining twenty-five per cent (25%) ownership in each of the said pieces of real estate. Each of the plaintiffs, as well as defendant number six, neverly P. Kriss, is over twenty-one years of age; each of the other five (5) defendants, Judith E. Adams, Lottle A. Ash, Raymond S. Ash, Jr., William E. Ash, and Charles E. Smith, are minors, and under twenty-one years of age. Orianna Leonora Adams, plaintiff number one of the mother of the said minor, Judith E. Adams, defendant number one, and together with her husband, Paul N. Adams, Sr., who is the father of the said Judith E. Adams, maintains a home for, and supports, the said minor; . Raymond Sylvester Ash, Sr,, and his wife, Elizabeth M. Ash, plaintiffs number two and three, are the natural parents, and guardians of Lottie A. Ash, Raymond S. Ash, Jr., and William E. Ash, defendents number 2, 3 and 4, and support them in the said plaintiffs' home, except that the said Lottie A. Ash, who will be mineteen (19) years of age, on February 28, 1960, is temporarily residing at Room 246-5 Eustis Hell, 3831 Porter Street, Worthwest, Washington 16, D. C.; and Mary Pauline Smith, plaintiff number four, is the natural mother, guardian and custodian of Charles F. Smith, defendant number five, the said Mary Pauline Smith having been divorced from the natural father, Melvin Henry Smith, June 1, 1953, and the said Mary Pauline Smith supports and has custody of the said minor in her home.

The said lot 11, Block 19, in a subdivision known es Gilbert's Addition to Takoma Park, was deeded to the said testatrix, Leonora A. Burke, under her former, maiden name of Leonora Ash, on November 8, 1923, from Clarence B. Keppler and Genevieve Spohr Keppler, his wife, and the deed was recorded in Liber 342, at folio 287, in the land records of this County. On May 15, 1959, all of the adult parties to this cause signed a contract to sell the said Takoma Park property to George M. Bucklew, Jr. and his wife, Mary Ann Bucklew, for a total price of Fourteen thousand five hundred dollars (\$14,500.00), and all of the parties who were minors, had their names placed on the said contract by their natural parent, on their behalf; a copy of the said contract is attached as Plaintiff's Exhibit "B." ( Edward B. Ash, who was under twenty-one at the time of the signing of the said contract, is now over twenty-one years of age, and is listed above as plaintiff number 10. Flora S. Bauman, plaintiff number thirteen, signed the contract as Flora S. Hamel, but has since bee married to Robert Bauman.) Under an agreement dated June 23, 1959, the said purchasers were permitted to occupy the said premises, agreeing to make settlement with the adjustments to be made as of the date of June 23, 1959, and by an amendment to that agreement, promised to pay one-half of one per cent (3%) interest on the sellers net settlement check(s) from June 23, 1959, until the actual date of settlement. A copy of the said agreement, with the said amendment, are attached hereto, marked plaintiffs' Exhibit "C." The plaintiffs are advised and believe that defendant number six, Beverly P. Kriss, is married to one Nickolous Kriss, whose whereabouts are unknown; they are advised and believe that although the said Beverly P. Kriss did sign the said contract of sale, she does (or should) disavow that contract, and would (or should) refuse to sign a conveyance on the ground that she

is unable to secure her husband's signature to such a conveyance.

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On May 22, 1959, one Ladson F. Kirk signed a contract to purchase the said second piece of real estate, a beach lot, Let 4, Block L, in a subdivision known as Selby-on-the-boy, in the First Election District, Anne Arundel County, Maryland, for the sum of Two hundred and fifty Pollars (^250.00).

A copy of t at contract is attached hereto, marked "laintiffs' Exhibit "D."

#### VI

Other than such rights as may arise from contracts to purchase, there are no hersons who have any interests of any king in either of the said pieces of real estate except is o porties named above; the Orlanna Leonora Ash named in the said ed 11 ir one and the same person, as Orienna Leonora Adams, 2) Intiff number one, the former name having been her molden nors; Elizabeth M. Ash, plaintiff number three, is the only wife, which Raymond Sylvester Ash, Tr., plaintiff number two, has ever had. All of the plaintiffs desire sales of the said pieces of real estate, so that the not proceeds may be divided pursuant to the terms of the said will; all of the parties plaintiff desire the appointment of a trustee to make such sales and distributions, so that the costs may be apportioned according to the interests passing under the said will, inesmuch as the parties will benefit from the clearing of title to the said pieces of real estate, and the sale thereof, in proportion to those said interests; and all of the parties plaintiff desire the appointment of plaintiff number one, Orianna Leonora Adams, to be their trustee, to convey for all of them, as she executed with fidelity and competence, her duties as Executrix of the Estate of the said testatrix, Leonora A. Burke.

LIBER 125 PAGE 26

All of the plaintiffs desire that their trustee be empowered to execute, on behalf of all of the parties to this cause, the contracts set forth in Exhibits "B," "C," and "D," or, in the alternative, other contracts to sell, for fair market value, to said two pieces of real estate. That such actions would be in the best interests of all of the defendants, as well as all of the plaintiffs.

WHEREFORE, the premises being considered, plaintiffs pray:

- 1. That a guardian ad litem be appointed to represent the interests of the first five (5) defendants, who are under the age of majority.
- 2. That, following the filling of an Answer by the guardian ad litem, and the presentation of such proof as may be needed and required by the Court, to show the propriety and fairness, to all of the parties, of the contracts reflected in plaintiffs' Exhibits "B," "C," and "D," the Court may case an Order Nisi, appointing the said Original Leonora Adams, or such other person as the Court may designate, trusted, for each and every one of the parties to this cause, with the power and suthority to sell and transfer the aforesaid two pieces of real estate, by executing the aforesaid contracts, thereby accomplishing a partition of the said pieces of real estate, and thereafter to distribute the proceeds of such sale, according to the interests passing to all of the parties under the will of the testatrix Leonora A. Purke.
- 3. That the said Order Nisi provide for such advertising as to the Court seems meet and proper, in both Montgomery and Anne Arundel Counties of this State.
- 4. That the parties may have such other and further relief as their cause may require.

And as in duty bound, etc.

Robert A. Gingell

Solictor for the plaintiffs

8720 Flower Avenue

Silver Spring, Maryland

Kd

- 7 -

Columbia County ) as: State of Pennsylvania )

Trianna Leonors Adams, mlaintiff number one in this cause, no is joined in this affidavit and acknowledgement by her husbard, Paul E. Adams, r., personally appeared before me, the undereished, a Notary Public in and for the County and State aforesoid, and subscribed this Bill of Complaint, by signing at the conclusion of this paragraph, and, being duly appear on on out, according to low, depose and say that they have read and examined the forecoin Bill of Complaint, together with its four (i) attached Exhibits, and that the cold Bill of Complaint is their own act and deed, and that the cold matters stated therein of their own knowledge are true, and those matters stated or information and belief, they verily believe to be true.

Plaintiff number to

Husbar of plaintiff number one

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Colum is County )

State of Pennsylvania

Payrond Fylvester Ash, 3r., plaintiff number two in this cause, and Flizabeth Ash, his wife, plaintiff number three in this cause, personally appeared before me, the undersicated, a Motory Public in and for the County and State oforesuid, and subscribed this Bill of Complaint, by elemina at the conclusion of this paragraph, and, being first duly sworm on oath sucording to law, depose and say that they have read

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and examined the forecoin. Will of Complaint, together with its four (4) attached Exhibits, and that the said will of Complaint is their own act and deed, and that all matters stated therein of their own knowledge are true, and those stated on information and belief, they verily believe to be true.

Baymond Sylvestor/Ash, Sr. Plaintiff number two

The beth of ash
Plaintiff number three, and wife of plaintiff number two.

Subscribed and evern to before me this 20 day

Paris A b allerder Justice of the Peace of to 8 of S. Bernick, la

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My Commission Espiras

Son 3 1966

Columbia County
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cause, personally a peared before me, the understaned, a statery Public in and for the County and State aforesaid, and subscrized this Mill of Complaint, by signific at the conclusion of this personable, and, being first duly sworr on the according to law, deposes and sais that she has read and examined the foregoin: Mill of Complaint, together with its four (4) attached Exhibits, and that the said fill of Complaint is her own act and deed, and that all matters stated therein of her own knowledge are true, and those stated on information and belief, she verily believes to be true.

Wery Pouling Smith
Plaintiff number four

Sucscribed and sworn to before me this // day of

Paris K 6 allender Justice of the Peace 111 6 8 5 A. Servich la.

Hotory Public CAME WAFER San. 3

8

County of Columbia State of Pennsylvenia )

Poul W. Adams, Jr., plaintiff number five in this cause, who is joined in this Affidavit and acknowledgement by his wife, Helen t. Adeas, personally appeared before me, the undersigned, a Hotary Public in and for the County and State aforesaid, and subscribed this Pill of Complaint, by signing of the conclusion of this paragraph, and, being first duly sworm on oath according to law, depose and say that they have read and exemined the foregoing Bill of Complaint, to ether with its four (4) attooned Exhibits, and that the sold Will of Complaint is their own act and deed, and that all matters stated therein of their own knowledge are true, and those stated on information and belief, they worlly believe to be true.

Paul T. Adams, Jr.
Plairtiff number five

Lelen M. adams

ife of aleiniff number five.

Subscribed and sworm to before me this MA day

Sollender 15/ JARIS TO CALLED NER (Se St. Bernick, la MOUDITY UDITO TESPONER Jan. 3, 194

County of Columbia State of Tennsylvenia

John R. Adams, plaintiff n mber six in this couse, who is joined in this Affidavit and acknowledgement by his wife, Marlene D. Adems, personally appeared before ma, to undersigned, a Notary Public in and for the County and State aforesaid, and subscribed this Bill of Complaint, by signing at the conclusion of this paragraph, and, being first duly sworp on oath according to law, depose and say that they have read and examined the foregoing Rill of Complaint, together with its four (4) attached Exhibits, and that the said Bill of Complaint is their own act and doed, and that all matters stated therein of their own knowledge are true, and those stated on information and belief, they verily believe to be true.

John R. Adams Plointiff number six

Tarlene D. Adams
Tife of Plaintiff number six

Subscriced and avorn to before me this 11/1 day

, 1960.

Paris N. 6 allender Justice of the Rece 111 6. 8 . A. Service for

Hotery Prolio Kypies Jan 3

County of Columbia )
tate of Ponnsylvania )

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cause, who is joined in this Affidavit and acknowledgement by his wife, Marie Smith, personally expected before me, the undersigned, a Notary Public in and for the County and State aforesaid, and subscribed this Rill of Complaint, by signing at the conclusion of this paragraph, and, being first duly sworn on oath sucording to law, denote and say that they have read and examined the foresain will of Complaint, together with its four (4) attached Exhibits, and that the said bill of Complaint is their own act and deed, and that all matters atted therein of their own knowledge are true, and those on information and belief, they yerfly believe to be true.

Spellin 2 Smid for selver of sever

A. Warie Smith, wife of plaintiff no. seven

Subscribed and sworm to before me t is 23 day of

Paris X 6 allentes Justice of the Texas 111 L. 8 L. Servick, la. Notery Public CALRENDATE (bel)
my lammission topping Jan 3, 960

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County of Jolumbia ) state of Pannsylvania )

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Herry A. Smith, plaintiff number eight in this cause, who is joined in this affidevit and acknowledgment by his wife, Starlene Smith, personelly appeared before me, the undersigned, a Motory Public in and for the County and State aforesaid, and subscribed this Bill of Complaint, by signing at the conclusion of this personeph, and, being first duly sworn on oath according to law, depose and say that they have read and examined the foregoing Bill of Complaint, together with its four (b) attached withhits, and that the said Bill of Complaint is their own act and doed, and that all matters stated there are true, when stated of their own knowled e, and these matters stated on information and belief, they werely believe to te true.

Horry 4. Salth,
Plaintiff number of ht

Starlene Scith
Dife of plaintiff number of the

Subscriced and sworm to before me this 23 de of

farie of ballender Justice of the heave Hotory Public Topping Jan. 3, 15

County of Luzerne )
State of Pennsylvania )

893

Sera T. Lowe, plaintiff number nine in this cause, who is joined in this Affidavit and acknowledgement by her husband, Keith E. Lowe, personally appeared before the undersigned, a Notary Public in and for the County and State aforement, and subscribed thisBill of Complaint, by signing at the conclusion of this paragraph, and, being first duly sworp on eath according to law, depose and say that they have read and examined the foregoing fill of Complaint with its attached four (4) Exhibits, and that the said Bill of Complaint is

- 21sir own act and deed, and that all matters stated therein of their own knowledge are true, and those stated on information and belief, they verily beliefe to be true.

algimtiff number nine

Reit: E. Lowe

Assband of plaintiff number nine

Subscribed and sworn to before me this  $\frac{23}{3}$ day

, 1960.

County of Luzerne

88:

State of Peracylvania)

Novere B. Ach, pleintiff number ten in this cause, who is joined in this Affidavit and acknowledgement by his wife, "sdeline As", personally spacered before the undersi med, a Notery Public in and for the County and State aforesaid, and subscribed this Pill of Complaint, by alining at the conclusion of this peragreph, and, being first duly sworn on both according to law, denose and say that they have read and examined the foregoing will of Compleint with its attached four (4) Fahibits, and that the sold Bill of Complaint is their own act and deed, and that all matters stated therein of their oun knowledse are true, and those stated on information and belief, they werely believe to be true.

nadeline ash

Subscribed and sporn to before me this mod day of

County of Rockland )

State of New York )

3s:

Second A. Carrison, plaintiff number eleven in this cause, who is joined in this Affidavit and soknowled ement by her husband, Fobert D. Corrison, personally empered before the understand, a betary Public in and for the County and tate aforesaid, and subscribed t is will of Complaint, by signify at the conclusion of this paragraph, and, being first duly sworn on sath according to law, decree and say that they have read a demanded two forevoing will of Complaint, together with its attached four (4) exhibits, and that the said will of Complaint is their own act and deed, and that all matters stated therein of their own knowledge are true, and those stated on information and belief, the verily belief to be true.

Leonora A. Carrison
Platritt number eleven

Skahat J. Laniser

Refert L. Corrison

subscribed and somm to before me this 33 day

NOTATY DUDIES Repries Jan. 3, 1966

Pens & Colleides Justine if the Person III to 8th St. Burnch, Pa

LIBER 125 PAGE 34

Father J. Miller, plaintiff number twolve in this cause, who is joined in this Affidavit and acknowledgement by her husband, Richard C. Miller, personally appeared before me, the undersigned, a Notary Public in and for the and State eforeseid, and subscribed this Bill of Complaint, by signing at the conclusion of this paragraph, and, being first duly sworm on oath according to law, denote and say that they have read and exemined the forecoing Bill of Compleint, together with its attached four (4) Exhibits, and that the said Bill of Complaint is their can ect and deed, and that all matters stated therein of their own knowledge are true, and those stated on information and belief, they verily believe to be true. Witness their initials in each marrin of the attached copies of the six (6) pares of the original Bill of Complaint, and also in each mergin of the attached copies of the four (4) original Fahibits.

Est or J. Miller
Plaintiff number twelve

HICHORD C MILLER

RICHOFO C. MILLEY

Rusband of plaintiff number twelvo

Smud Jan 20 1860

A Markh GAGNARA

(PS.)

County of Philadelphia }
State of Pennsylvania }

331

Flore S. Pauman, plaintiff number thirteen in this cause, who is joined in this Affidavit and acknowledgement by her husband, Robert Rauman, personally appeared before me, the undersigned, a hotory fublic in and for the County and State aforesaid, and subscribed this Pill of Complaint, by signific at the conclusion of this narsgraph, and, being first duly sworn on acts according to hav, depose and say that they have read and examined the fore oing Will of Complaint, togother with its attached Sur (4) Tyhibits, and that the said Bill of Complaint is their own act and deed, and that all matters stated therein of their can knowledge are true, and those stated on information and belief, they verily believe to be true.

Flore C. Bauman
Plointiff number thirteen

S Rahub Bauman

Hogers waxmen Hishdof of plaintiff number thirteen

Subscribed and sworm to before me t is Alh day of

(Seal) ARUNAND B GRINALD
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Armand B. Brenaldi

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- 16 -

LIBER 125 PAGE 36

County of Arlington ) ss:

Keith E. Lowe, being first duly sworn on oath according to law, deposes and says that he is the husband of Sera E. Lowe, plaintiff number nine in this cause, and that he has read and examined the foregoing Bill of Complaint with its attached four (4) exhibits, and that the said Bill of Complaint is his own act and deed, and that all matters stated therein of his own knowledge are true, and those stated on information and belief, he verily believes to be true.

Keit: E. Lowe
Husband of plaintiff number nine

Subscribed and sworn to before me this 26th day of Jonuary, 1960.

1s/ E. Fugene Luther

My commission expires 11-12-63

( L. S.)

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND
Sitting as a Court of Equity

ORIANNA LEONORA ADAMS, et al. :

Plaintiffs

vs. : Equity Number 22,857

JUDITH E. ADAMS, et al.

Defendants :

#### DECREE FOR SALE

This cause being ready for hearing and being submitted, the pleadings, Exhibits and evidence were read and considered, and it being established to the satisfaction of the Court that the sale of the pieces of real estate owned by the devisees of Leonora A. Burke, on appropriate terms, would be in the best interests of all the parties concerned, it is, this day of April, 1960, by the Circuit Court for Montgomery County, Maryland, Sitting as a Court of Equity,

ADJUDGED, ORDERED AND DECREED, that the two pieces of real estate situated in the State of Maryland, which are owned, and particularly allocation there proceeding by the devisees of Leonors A. Burke, deceased, shall be sold, their fath market values; that Orianna Leonora Adams be, and she is hereby, appointed Trustee, to make said sales, and that the course and manner of the proceedings shall be as follows:

bond to the State of Maryland, executed by her, with surety or sureties to be approved by this Court, in the penalty of \$\frac{141960}{\frac{1}{2000}}\$ \frac{141960}{\frac{1}{2000}}\$ \frac{1}{2000}\$ \frac{1}{20000}\$ \frac{1}{2000}\$ \frac{1}{2000}\$ \frac{1}{2000}\$ \frac{1}{2000}\$ \frac{

convenient after such sale, the said Trustee shall return to this Court a full and particular account of her proceedings relative to such sales, with an annexed affidavit of the truth thereof and of the fairness of said sales, and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before) the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchasers and their heirs, the property and estate to them sold, free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court.

Judge, Circuit Court for Mont comery County, Maryland

**}** 

APR 1 4 1950

IN THE CIRCUIT COURT FOR MONTGO MERY COUNTY, MARYLAND Sitting as a Court of Equity

ORIANNA LEONGRA ADAMS, et al.

Plaintiffs

vs.

Equity No. 22,857

JUDITH F. ADAMS, et al.

Defendants

#### REPORT OF SALE

TO THE HOMORABLE, THE JUDGES OF SALE COURT:

The report of Orienne Leonora Adams, Trustee, in the above entitled cause, respectfully shows:

That under and by virtue of a Decree for Sale, dated the 13th day of April, 1960, in the shows entitled cause, your trustee gave bond with security for the faithful performance of her trust in accordance with said Decree, which bond was approved by the Court, and after baving complied with all the prerequisites as required by law, and by the said Decree, at a private sale did execute the Agreement attached Fereto, and made a part hereof, selling the said improved premises known as Lot 11, Block 19, Gilbert's Addition to Takoma Park, Waryland, the property of the devisees of Leonora A. Burke, Deceased, to George M. Bucklew, Jr. and his wife, Mary Ann Bucklew, for the sum of Fourteen Thousand and Five Hundred Dollars (\$14,500.00), the terms of said sale being; all cash, of which the sum of Five hundred dollars (\$500.00) has been paid on account; seller to pay Federal revenue stamps, and three per cent (34) loan discount, on loan of Thirteen thousand and Five Hundred Dollars (\$13,500.00) for a total sum on the cost of the loan of Four hundred and five dollars (\$405.00); costs of conveyancing, including State revenue stamps to be paid by the purchasers.

And also at a private sale did execute an agreement at a private sale to sell to one Ladson E. Kirk, for the cash sum of Two hundred and fifty dollars, a beach lot in Anne Arundel County, Maryland, known as Lot h, Plock L, Selby-on-the-Pay; the sum of Fifty Dollars (\$50.00) has been paid on account.

USER 125 PAGE 40

And your Trustee also agreed with the said purchasers of the said improved premises in Takoma Park, Maryland that the effective date of settlement would be June 23, 1959, and that the said purchasers would pay the additional sum of one-half of one per cent ( ) of the sellers net settlement proceeds per month from June 23, 1959 until the actual date of settlement.

Respectfully submitted for ratification.

Orianna Leonora Adams, Trustee

County of Columbia )
State of Pennsylvania )

88:

I hereby certify that on this \_\_\_\_\_ day of April, 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, Orianna Leonora Adams, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing Report are true to the best of her knowledge, information and belief; and that the sales therein reported were fairly made.

Witness my hand and seal.

Paris K. Callender of Notary Public

My commission expires: 1-3-66

In consideration of the performance already made,
mutual promises and other good and valuable considerations,
I, Orianna Leonora Adams, appointed Trustee in Equity cause
number 22,857, in the Circuit Court for Montgomery County,
Maryland, do hereby adopt and ratify on behalf of the sellers,
the devisees of Leonora A. Burke, deceased, each of the following agreements and contracts:

First, the contract dated May 15, 1959, to sell the improved property at 38 Columbia Avenue, Takoma Park, Montgomery County, Maryland (described as Lot 11, Block 19, Gilbert's Addition to Takoma Park, Maryland) to George M. Bucklew, Jr. and his wife, Mary Ann Bucklew, for the total cash price of Fourteen thousand and five hundred dollars (\$14,500.00); in order to secure performance by the said purchasers under a loan guarantee of the Federal Housing Administration, she does further agree that the sellers shall pay at settlement three per cent (3%) of the loan of \$13,500.00 (Thirteen thousand and five hundred dollars) which is to be made to the said purchasers by the Citizen's Bank of Takoma Park, Maryland, or the sum of Four hundred and five dollars (\$405.00).

Second, the agreement dated June 23, 1959 under which the said purchasers have been occupying the aforesaid premises, under provisions therein set forth, with effective date of settlement to be June 23, 1959;

Third, the contract, dated May 22, 1959, to sell to one Ladson E. Kirk, the beach lot, Lot 4, Block L, in a subdivision known as Selby-on-the-Bay, First Election District, in Anne Arundel County, Maryland, for the cash sum of Two hundred and fifty dollars (\$250.00).

And as Trustee, I hereby incorporate by reference each and every one of the remaining terms and provisions of the appreciated contracts and agreements, as set forth in Plaintiffs: Exhibits lettered B, C, and D, attached to the Bill of Complaint in the said Equity Cause number 22,857, in the Circuit Court for Montgomery County, Maryland.

Dated: April // , 1960

Orianna Leonora Adams, Trustee

u

IN THE CIRCUIT COURT FOR MOSTROMERY COURTY, MARYLAND Sitting as a Court of Equity

ORIANNA LEOBORA ADAMS, et al.

Plaintiffs

**\***D

Equity Number 22,857

JUDITE F. ADAMS, et al.

Defendants

#### FINAL DECREE

submitted, the proceedings read and considered, it is thereupon ORDERED, by the Circuit Court for Montgomery County,
Maryland, Sitting as a Court of Equity, this Affects of
May, 1960, that the sale made and reported by Origina Leonora
Adams, the appointed Trustee, to Ceorde M. Bucklew, Jr. and
his wife, Mary Ann Bucklew; and also the cale made and reported
by the said Trustee to Ladson F. Kirk, both reported in the
above entitled cause, be, and the same are hereby, ratified and
confirmed, no cause to the contrary being shown and that the
said Origina Leonors Adams, Trustee, shall deliver a cond and
sufficient deed, in each of said sales, unto the aforesaid
purchasers named herein.

Judge of the Circuit Court for Montgomery Gounty, Maryland

State of Maryland, Montgomery County, to wit:-

I hereby certify that the foregoing is a full, true and correct copy of Bill of Complaint, Decree, Report of Sale, and Final Decree filed in No. 22857 Equity, truly taken and copied from the record of proceedings in the Circuit Court for Montgomery County, Maryland, sitting as a Court of Equity, in the foregoing cause.

In Testimony Whereof, I hereunto subscribe my name and

affix the Seal of the Circuit Court for

Montgomery County, Maryland, this 14th
day of June A. D., 1960.

Clerk of the Circuit Court for Montgomery County, Maryland.

LIBER 125 PAGE 44 \_

mit. # 22,857

THIS AGREEMENT, Made this 22nd

day of inj

nineteen hundred and fift; -nine

. between

ORIANNA L. ADDIS, Executrist of Estate of LECENCIA A. BURNER, party of the first part

of the first part and

LADSON E. KIRK, arty

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said part y of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the First Election District, Anne Arundel County, Maryland:

Described as Lot 4, Block "L", Selby-on-the-Bay, State of Maryland

have been paid prior to the signing hereof and the balance to be paid as follows:

Balance in full at time of settlement.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, to be redjusted to date of transfer to be paid or allowed for by the Vendor to

, nineteen hundred and

Time is the essence of this contract.

We guarantee to convey good title to t is lots

Witness our hands and seals.

TEST:

Sprama Ladame [

Sprannia i then st. [SEAL]

of Aver 1. mulaj [SEAL

..[SEAL]

GERALD KERR ATTORNEY NAMED IN MORTGAGE, Plaintiff

IN THE

CIRCUIT COURT

vs.

FOR

LEONARD W. PAUZA and ANITA I. PAUZA, his wife, 3 Southpark Court Anne Arundel County, Maryland

ANNE ARUNDEL COUNTY

IN EQUITY

Esc. 7, 3, 13 65

Mr. Clerk:

Please docket the suit in the above-entitled case and file the attached Mortgage as "Exhibit A".

: : : : :

Gerald Kerr

Attorney named in Mortgage

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

FILED
1960 MAR 15 AM II: 15

This Mortgage, made this

13th

day of

October

in the year one thousand nine hundred and fifty-nine

, between

LEONARD W. PAUZA and ANITA I. PAUZA, his wife

Egent: la 12/675

Anne Arundel County

, in the State of Maryland, Mortgagor s and

THE NEW EASTERN AVENUE PERMANENT SAVINGS AND LOAN ASSOCIATION of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor Speing of the said body corporate ha VO received therefrom membera an advance of Eight Thousand Seven Hundred and Fifty Dollars on 84 shares of stock, being the balance of the purchase money for the hereinafter described and mortgaged property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the said Mortgagor S being so justly indebted unto the said Mortgagee for said advance, the said hereby covenant to repay the same, together with interest thereon at the rate of six per cent ( 6 %) per annum, unto the Mortgagee or its assigns, in the following manner: By payment of the sum of Sixty-two Dollars and Sixty-nine Cents on or before the tenth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, together with such fines and charges as may be imposed upon the Mortgagorg under the Constitution and By-Laws of the said Mortgagee, and which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum, provided the Mortgagors are not in default or any other payments required under the terms of this mortgage.

This mortgage shall also secure future advances to be made at the Mortgagees' option, as provided and in pursuance of Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 and any supplement, amendments, or re-enactments thereto.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said Mortgagors do grant and convey unto the Mortgagee, its successors and assigns, all th at lot of ground situate and lying in Anne Arundel County , State of Maryland,

known as No.

Southpark Court

and described as follows, that is to say:

Beginning for the same and being known and designated as Lot No. 3, as shown on the Plat of Westdale Park, Section No. 3, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 30, folio 82.

BEING the same lot of ground which by deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Gladys Baum unto the within named Mortgagors.

# LIBER 125 PAGE 47 BOOK 1340 PAGE 106

TOGETHER with the buildings and improvements thereon, and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues, and profits accruing from the premises bereby mortgaged.

TO HAVE AND TO HOLD said lot of ground and premises unto said Mortgagee, its successors or assigns, during the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the yearly rent of One Hundred Twenty Dollars payable half-yearly on the 13th days of April and October in each and every year.

# LIBER 125 PAGE 48 - BOOK 1340 PAGE 107

Provided, that if said Mortgagors, shall make the payments and perform the covenants and conditions herein contained on their part, to be made and done, then this mortgage shall be void.

And said Mortgagor sfor themselves, their heirs, personal representatives and assigns, covenant and agree with said Mortgagee, its successors and assigns, as follows:

- 1. To pay monthly the sum of Thirty-one dollars and Sixty-six cents, (in addition to the monthly payment heretofore mentioned) with which the said Mortgagee shall apply from time to time to payment of all taxes, ground rent, water rent, insurance, public dnes, assessments, and charges for which the property hereby mortgaged may become liable. Should this special fund at any time be insufficient, (by reason of an increase in assessment or an increase in the tax rate or any other cause) to pay said charges, the Mortgagor S agree to pay said deficiency.
- 2. To pay all fines that may be imposed upon them by said Mortgagee in accordance with its Constitution and By-Laws.
- 3. To keep the improvements on said mortgaged property in good repair and fully insured from ioss by fire and windstorm and such other hazards as may be required by the Mortgagee, in a company designated by said Mortgagee for its use, and to deliver the policy to it. It is further covenanted that the Mortgagee shall have a lien on the mortgaged premises for life insurance premiums advanced when the insurance upon death is to be applied to the mortgage debt.
- 4. That, in the event of a transfer or change of ownership of said mortgaged property, without the written consent of said Mortgagee, it reserves the right to demand payment of said mortgage debt and interest hereby secured and if not paid on demand, then this mortgage may be foreclosed under the assent and/or power of sale herein contained.
- 5. That, in the event of any default in any covenant or condition of this mortgage, then the balance due hereunder on said shares shall become due and payable.
- 6. That, upon any default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor S, to the immediate appointment of a receiver of said mortgaged property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt, and in the event of any default whether or not a receiver is appointed, the rent, profits and income of said property are hereby assigned to the Mortgagee as additional security.
- 7. That, it is understood and agreed until default be made, the said Mortgagor S may retain possession of the hereby mortgaged property.
- 8. That, the said Mortgagors hereby assent to the passage of a decree for the saie of the property hereby mortgaged, (the saie to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor shereby also authorize the said Mortgagee, its successors or assigns or GERALD KERR, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.
- 9. That, if after default said property or any part thereof be advertised for saie under the above powers, and the mortgage debt shall be paid after any advertisement of said property, but before saie thereof, there shall be due by said Mortgagor 3 all expenses for advertisement, court costs, and expenses incident to the foreclosure, a counsel fee of twenty-five dollars and a commission on the total mortgage indebtedness, equal to one-half the commissions allowed trustees for making sale of property under a decree of a Court having equity jurisdiction in the State of Maryland.

WITNESS the hands and seal s of the said Mortgagor s.

 Witness:	Sucashin	Leonard W. Pauza  Anita I. Pauza  [Sea	
	Gerald Kerr	•	

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREDY CERTIFY, that on this

13th

of October

, in the year one thousand

nine hundred and fifty-nine

, before me, a

Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

LEONARD W. PAUZA and ANITA I. PAUZA, his wife

the Mortgagor S named in the foregoing Mortgage and

they

acknowledged the foregoing Mortgage to be

their

act. At the same time also appeared Gerald Kerr and made oath in due form

of law that he is the agent of the said THE NEW EASTERN AVENUE PERMANENT SAVINGS AND LOAN

ASSOCIATION, duly authorized to make this outh, and made further outh in due form of law as said agent for the said body corporate, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

Gladys Baum Notary Public.

Rec'd for report Cet. 15, 195% at 224 M.

MORTCAGE
FROM
FROM
LEONARD W. PAUZA and
ANITA I. PAUZA, his wife

ENT. SAVINGS AND LOAN ASSOCIATION

Received for Record A. Some day reported in Laber No. Folio C. A. Same day reported and examined per C. S. Same day reported and examined per C. S. Same day reported to C. S. Same day reported and examined per C. S. Same day reported to C. S. Same day reported and examined per C. S. Same day reported to C. Same day repor

Prepared by: ami Examined by: V

	125 PAI	GE 50	13,695
GERALD KERR	• • • •	IN THE	
ATTORNEY NAMED IN MORTGAGE		CIRCUIT COUR	r for
VS.	111	ANNE ARUNDEL	OUNTY
LEONARD.W. PAUZA and ANITA I. PAUZA, his wife 3 Southpark Court	• • • •	DOCKET NO	,FOLIU
Lefend	iants	CASE N	J

#### NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTI ORZ/podenom, To Wit:

I HEREBY CERTIFY, that on this lith day of .March....., 1969, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore common (City), personally appeared .LUDGER.P...
.LOESSEL, .Secretary.of.Chesapeake.Federal.Savings.and.Loan.Association and made oath in due form of law that .he. knows the Defendant(s) herein and that to the best of .his information, knowledge and belief:

- are
  (1) Said Defendants/Am not in the Military service of the United States of America;
- (2) Said Defendants mm not in the Military Service of any Nation allied with the United States of America;
- have
  (3) Said Defendants hamme not been ordered to report for induction under the selective Training and Service Act;
- (4) Said Defendants ma not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Jaly Baum Notary Public

Ludger P. Loessel Affiant

FILED
1960 MAR 15 AM II: 15

LIBER 125 PAGE 51 GERALD KERR ATTORNEY NAMED IN MORTGAGE,

Plaintiff,

IN THE

CIRCUIT COURT

FOR

LEONARD W. PAUZA and ANITA I. PAUZA, his wife 3 Southpark Court Westdale Park Ferndale, Maryland

vs.

ANNE ARUNDEL COUNTY

IN EQUITY

Emily No. 13.650

#### STATEMENT OF MORTGAGE DEBT

: : : :

Statement of the Mortgage Claim of Chesapeake Federal Savings and Loan Association of Baltimore under the mortgage from Leonard W. Pauza and Anita I. Pauza, his wife, to The New Eastern Avenue Permanent Savings and Loan Association (which mortgage was by Deed and Assignment dated January 20, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1366 folio 289, assigned to Chesapeake Federal Savings and Loan Association of Baltimore) dated the 13th day of October, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1340 folio 105.

Amount of Loan	\$8,750.00
Less: Amount paid in by borrower	39.28
	\$8,710.72
Expense Account:	
Amount paid in by borrower in excess	
of payments by Association	230.97
	\$8,479.75
Add: Interest for period from January 1, 1960;	
3 months @ \$43.56 per month	<u>130.68</u>
	\$8,610.43

LAW OFFICES GERALD KERR BALTIMORE, MD.

FILED 1960 MAR 15 AM 11:15

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, That on this llth day of March, in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared LUDGER P. LOESSEL, Secretary of Chesapeake Federal Savings and Loan Association of Baltimore, the Plaintiff in the above-entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpai.

AS WITNESS my hand and Notarial Seal.

Gradys Balum - Notary Public

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

NEW GIRLS COMPANY

LIBER 125 PAGE 53

NEW YORK, N. Y.

Egint 5, Day 13, 675

# Know All Men by These Presents:

That we Gerald Kerr, 20 Central S Maryland	-
and NEW AMSTERDAM CASUALTY COMPANY, a corp	•
of the laws of the State of New York, and authorized to do a	
are held and firmly bound unto the State of Maryland in th	
and 00/100(\$9,000.00)	
to be paid to the said State, or its certain Attorney, to whic	
bind ourselves, and each of us, our, and each of our Heirs, l	·
firmly by these presents.	
Sealed with our seals, and dated thisfourteent	h
day of March in the year ninete	·
₩hereas, the above boundenGeraldKerr	
by virtue of the power contained in a Mortgage from Leo	
His Wife, to Chesapeake Federal Savin	gsandLoanAssociationofBaltimon
bearing date thel3thday of _October	nineteen hundred and fifty nina,
and recorded among the Land Records of A	nne Arundel County, in Liber GTC
No. 1340 , Folio 105 , and he	
is about to sell the land and premises described in said Mor	
the money as specified, and in the conditions and covenants	therein contained.
<b>Aow the Conditions of this Obligation a</b> Gerald Kerr	Ce Such, That if the above bounden
do and shall well and truly and faithfully perform the trust	reposed in him under the
Mortgage aforesaid, and shall abide by and fulfill any order o	r decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the pro-	ceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.	
Signed, Sealed and Delivered	Burn Slim (S.D.
in the presence of	Gerald Kerr (Seal)
9 Jalys Barry	(Seal)
Attest: O Glad Ws Baum	(Seal)
H.Earl Davault Assistant Secretary	NEW AMSTERDAM CASUALTY COMPANY
The Julian Speparent - Che B	Lee Burgess) Vice-President
co. in 1. Crowell, Che Light MA	R 15 AM

GERALD KERR 3 East Lexington Stra Baltimore 2, Maryls

#### Attorney's Sale

#### OF VALUABLE **IMPROVED LEASEHOLD PROPERTY**

Known as No. 3 Southpark Court, Westdalo Park, Ferndale, Mary-

land.

By virtue of the power of sale contained in a Mortgage from Leonard W. Pauza and Anita I. Pauza, his wife, to The New Eastern Avenue Permanent Savings and Loan Association (subsequently assigned to Chesapeake Federal Savings and Loan Association of Baltimore) dated October 13, 1959, and recorded among the Land Records of Anne Arundel Land Records of Anne Arundel County in Liber G.T.C. No. 1340 folio 105 (default having occured thereunder) the undersigned will offer at public sale on the premises,

#### Monday, April 11, 1960 at 2:00 P. M.

All that lot of ground situate in the Fifth Election District of Anne Arundel County, and described as follows:

follows:

BEGINNING for the same and being known and designated as, Lot No. 3, as shown on the Plat of Westdale Park, Section No. 3, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 30, folio 82.

The property is impressed by a contract of the property is increased by a contract of t

among the Lend Arundel County in Plat Book No. 30, folio 82.

The property is improved by a newly constructed one-story dwelling containing five (5) rooms and bath, hot air gas heat and all modern facilities. The property will be sold subject to conditions, restrictions, and agreements of record effecting same if any Terms of Sale: A deposit of Seven Hundred and Fifty Dollars (\$750.00) will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to day of settlement, taxes, insurance and other expenses to be adjusted to day of sale. Subject to an annual ground rent of \$120.00.

GERALD KERR, Attorney Named in Mortgage

Named in Mortgage
A. J. BILLIG & CO.
16 East Fayette Street
Baltimore 2, Maryland, Auctioneer

! OF OFF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#### CERTIFICATE OF PUBLICATION

We hereby certify, that the annexed ttorney's Sale

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the Ath
day of Afril
insertion being made the 17th. day of
march 1960.
THE CAPITAL GAZETTE PRESS, INC.
1960 APR 120 ypm 2/5 of elgehrman

GERALD KERR

ATTORNEY NAMED IN MORTGAGE,

Plaintiff

vs.

LIBER 125 PAGE 55

LEONARD W. PAUZA and ANITA I. PAUZA,his wife,

3 Southpark Court Anne Arundel County, Maryland IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

IN EQUITY 13,695

:::::

#### AUCTIONEERS CERTIFICATE

I HEREBY CERTIFY that I have on the 11th day of April, 1960 sold the property described in the attached advertisement of sale at and for the sum of Ninty-six Hundred (\$9600.00) Dollars to Cusimano Construction Co., being at that figure the highest bidder therefor, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

Jack Billic

Anctioneer

#### PURCHASER'S AGREEMENT

I hereby certify that I have on this 11th day of April, 1960, purchased the property described in the attached advertisement of sale from Gerald Kerr, Attorney named in Mortgage, and for the sum of Ninety-Six Hundred (\$9600.00) Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

of manner

chony custmano

Pres.

Test:

T. F. Śtromberg

FILED

1960 APR 16 AM 10:33

GERALD KERR : IN THE

ATTORNEY NAMED IN MORTGAGE,
3 East Lexington Street, : CIRCUIT COURT

Baltimore 2, Maryland,

Plaintiff : FOR

Pidinti

idincili . Ion

LEONARD W. PAUZA and

ANITA I. PAUZA, his wife,

3 Southpark Court IN EQUITY

Anne Arundel County, Maryland, :
Defendant

13,695

ANNE ARUNDEL COUNTY

: : : : :

#### REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Gerald Kerr, Attorney named in the Mortgage heretofore filed as Exhibit "A" in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Attorney did, pursuant to said notice, on Monday, April 11, 1960, at 2:00 p.m., attend on the premises and then and there sold the leasehold property fully described in said mortgage unto Cusimano Construction Corporation, a body corporate, for the sum of Nine Thousand Six Hundred Dollars (\$9,600.00), it being the highest bidder, and it being the highest price obtainable.

Gerald Kerr Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this thirteenth day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared GERALD KERR, Attorney named in the Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal

Glady Saum

12

RALD KERR

BALTIMORE! MD. .

# ORDER NISI

LIBER 125 PAGE 57

GERALD KERR,	- Aut O1
Attorney named in Mortgage	IN THE
versus	CIRCUIT COURT
LEONARD W. PAUZA and	FOR
ANITA I. PAUZA, his wife	ANNE ARUNDEL COUNTY
	No13,695 Equity
Ordered, this 16th day of Property in these proceeding	April 1940 What the sale of the
made and reported by Gerald Kerr, Attor	s mentioned, ney named in Mortgage
published in Anne Arundel County, once in each of t	the contrary thereof be shown on or before the23rd; Provided, a copy of this Order be inserted in some newspaper three successive weeks before the23rd
day of next.	
The report states that the amount of sale was	9,600.00
FILED 1960 APR 16 AM 10:33	George T Cromwelf Clerk
True Copy,	Clerk.
TEST	:Clerk.
(Final Order) SERALD KERR,	
Attorney named in Mortgage	IN THE
versus	CIRCUIT COURT
EONARD W. PAUZA and	FOR
NITA I. PAUZA, his wife	ANNE ARUNDEL COUNTY
	Term, 19
ORDERED BY THE COURT, This	24 day of
Confirmed no cause to the contrary having been she	aforesaid, be and the same is hereby finally Ratified and
uired by the Order Nisi, passed in said cause: and	wn, although due notice appears to have been given as re-
roper expenses as he shall produce vouchers for the	Auditor.
	JA AAO DE
FILED 1960 MAY 24 PM 12:06	While from
FILE 12.06	JUDGE.
11 24 PM 12.	
3 1860 WH.	

SCHOOLDSIERDAM Gewiere Company

LIBER 125 PAGE 58

60 JOHN STREET

BALTIMORE, MD.

additional

No. 13,695 Equity

Know	All	Men	by	These	Presents:
------	-----	-----	----	-------	-----------

That we Gerald Kerr	
20 Central Savings Bank B	uilding,Baltimore 2,Md.,as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a	corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to d	lo a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in	the full and just sum of
SIX HUNDRED (\$600_00)	Dollars,
to be paid to the said State, or its certain Attorney, to	which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Hei	rs, Executors and Administrators, jointly and severally,
firmly by these presents.	
Sealed with our seals, and dated this18th	
day of	neteen hundred and Sixty.
	err
by virtue of the power contained in a Mortgage from Le	aonard W. Pauza and Anita I. Pauza,
His Wife, to Chesapeake Federal Sa	vings and Loan Association of Baltimor
bearing date the13thday of Octobe	ernineteen hundred andfifty-nine
and recorded among the Land Records of	f. Anne Arundel County, in Liber CTC
No. 1340 , Folio 105 , and he	
is about to sell the land and premises described in said the money as specified, and in the conditions and covens	Mortgage, default having been made in the payment of
do and shall well and truly and faithfully perform the tr	
Mortgage aforesaid, and shall abide by and fulfill any ord	
in relation to the sale of said mortgaged property, or the	
otherwise to be and remain in full force and virtue in lav	v.
Signed, Sealed and Delivered in the presence of	Sum / (Seal)
- () o	Gerald Kerr
Jalys Baum	(Seal)
Attest: Chadys haum	NEW AMSTERDAM CASUALTY COMPANY
V.N.Mercier.Assistant Secretary.	24 /
,	By All Municipa
anaroved this 19 th day of lastil 10 60	La the Land Ress , Arce La sandanie
approved this in day of the property of 1900	50 APR 19 AM 9:47

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13.695 Equity GERALD KERR, Attorney named in Mortgage

in Mortgage

Versus

LEONARD W. PAUZA and
ANITA 1. PAUZA, his wife

Ordered, this 16th day of April,
1960. That the sale of the Properity in these proceedings, mentioned, made and reported by
Gerald Kerr. Attorney named in
Mortgage BE RATIFIED AND
CONFIRMED, unless cause to the
contrary thereof be shown on or
before the 23rd day of May next;
Provided a copy of this Order be
inserted in some newspaper published in Anne Arundel County,
once in each of three successive,
weeks before the 23rd day of
May next.

The report states that the

The report states that the amount of sale was \$9.600.00.
GEORGE T. CROMWELL, Clerk True Copy, TEST:
GEORGE T. CROMWELL, C'erk

CERTIFICATE	<b>OF</b>	<b>PUBL</b>	ICATION
· · · · · · · · · · · · · · · · · · ·			

Annapolis, Md., 27/ay 13, 196	0
We hereby certify, that the annexed	
Order Mai Sale	
- Orden Mrs. Salu - Eg 13, 695	
Leonard W. Pauga.	
was published in	

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 23.4.
day of, 1966. The first insertion being made the 2/d/ day of
insertion being made the 2/2/2 day of
april
//

THE CAPITAL-GAZETTE PRESS, INC.

In the Case of	In t	he
Gerald Kerr,		
Attorney named in Mortgage		Court
Vs. Leonard W. Pauza	Fo	r
and		dal Country
Anita I. Pauza, his wife		Equity
To the Honorable, the Judges of said Court:  The Auditor reports to the Court that she has examined the proceed themshe has stated the within account.	eedings in the above entitl	ed cause, and from
Interest has been allowed on the mortga	ge claim to rati	ification of
this account, in accordance with the opini	on filed July 1,	,1960,in
the case of "Ex Parte, In the Matter of Au	rora Federal Sa	ringsand
Loan Association," #245, September Term, 1	.959,intheCour	tofAppeals
of Maryland.		
	'	
•		
<u>.</u>	······································	
All of which is respectfully submitted.	Laura V Fra	felins
July 6, 1960	6	Auditor.

\_

in ac.

erald Kerr, Attorney named in Mortgage vs nd Anita I. Pauza, his wife	Leona:	rd W	. Pauza	ac.
A TO THE WILL	1	Ì		
To Attorney for Fee, viz:	100	00	·	ļ
To Attorney for Commissions, viz:	321	10	421	10
To Attorney for Court costs, viz: Plaintiff's Solicitor's appearance fee Clerk of Court - Court costs Clerk of Court - additional costs Auditor - stating first account Auditor - re-stating account	31 1 18	00 50 25 00 50	65	25
To Attorney for Expenses, viz: Capital-Gazette Press - advertising sal Capital-Gazette Press - order nisi (sal Capital-Gazette Press - order nisi (acc New Amsterdam Casualty Cobond premium A.J. Billig & Co auctioneer's fee One-half Federal documentary stamps One-half State documentary stamps Gladys Brown - notary fees	15 12 38 300 11		442	92
To Attorney for Taxes, viz: 1960 State and County taxes adjusted - 3 months 11 days	46	16	46	16
To Attorney for Benefit Charges, viz:				
Metered water to 3/1/60	18	85	18	85
To Attorney for Ground Rent, viz: Current ground rent {\$60.00} due 4/13/60 5 months 28 days  To Chesapeake Federal Savings & Loan Assort Saltimore, Assignee of the mortgage filed in these proceedings - this bal-	59	33	59	33
ance on account claim filed	8,711	76	8.711	76
			9.765	
Amount of mortgage claim filed Interest thereon from 4/1/60 to 8/16/60-	8,610	43		
4½ months @ 6%	193	<del>7</del> 3		
	8,804			
Cr. Amount allowed above	8,711		· ·	
Balance subject to decree in personam	92	40		
	I			

LIBER 125 PAGE  $6ar{2}$  Gerald Kerr, Attorney named in Mortgage

Cr.

WILL	Ger	ald Kerr, Atto	rney named in	Mortgage		Cr.	
1960		uiden en e	ran as no su		<u> </u>		
Apr.	11 Proceeds	of Sale		9,600	00		
	Interest	on deferred pa	lyment of				
	\$8,850.0	00 - 2 months 1	LO days	103	25	9,703	25
	Refund 19	060 water and s	sewer benefit				
	charges	- 8 months 19	days	47	15		
	Refund in	surance premiu	ım (\$29.13) -				
	policy	expiring 10/1	L3/60	14	97	62	12
	·						
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				:			
			·				
					. <b>-</b>		
			:			9.765	37
					ll.		
							4

		LIBER 125 PAG	In t	he
	Gerald Kerr,  Attorney named in Mor  VERSUS		CIRCUIT	
1960	Leonard W. Pauza	ŀ	ANNE ARUND	_
JUL -9	Anita I. Pauza, his w		io13.,695	Equity
	Report and Account of the Auditor, filed	9th	day of July	19.60, That th
	published in Anne Arundel County, one  15th  In the Circuit Court for Anne  ORDERED BY THE COURT, this	ce in each ofay ofAugust  Arundel Coun	three next.	nserted in some newspape successive weeks before the
	ONDERED BY THE COURT. this	s Z.LL da		1 6
	aforegoing Report and Account of the A to the contrary having been shown, and of interest as the same has been or may	Auditor be and the	same is hereby finally ratifie apply the proceeds according	ا ـــا ــــ ا
	atoregoing Report and Account of the A to the contrary having been shown, and of interest as the same has been or may	Auditor be and the d that the Trustee be received	same is hereby finally ratifie apply the proceeds according	d and confirmed, no cause gly with a due proportion

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

#### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,695 Equity
GERALD KERR. Attorney
named in Mortgage

versus
LEONARD W. PAUZA and
ANITA I. PAUZA, his wife
Ordered this 9th day of July,
1960. That the Report and Account of the Auditor, filed this
day in the above entitled cause
BE RATIFIED AND CONRIRMED, unless cause to the
contrary thereof be shown on or
before the 15th day of August
next: Provided, a copy of this
Order be inserted in some newspaper published in Anne Arundel
County, once in each of three successive weeks before the 15th day
of August next.
GEORGE T. CROMWELL. Clerk of August next.
GEORGE T. CROMW
True Copy. TEST:
GEORGE T. CROMW

Annapolis, Md.,, 19_6.
We hereby certify, that the annexed
Order Min Eg. 13 695
Order Min Eg. 13, 695
Lionard M. Pauga.
vas published in

# Maruland Gasotto

GEORGE T. CROMWELL,	Clerk	Madapada Jagaan
GEORGE T. CROMWELL,		a newspaper published in the City of Annapolis. Anne Arundel
·· <del>··</del>	-	County, Maryland, once a week for 3
		successive weeks before the _15th
		day of, 1960. The first
		insertion being made the day of
·		
		THE CAPITAL-GAZETTE PRESS, INC.
	1- 11	LED
No. M. G	Aug -	1 PM 3:55 By Wildghman

20

JOHN O. DUMLER,

IN THE CIRCUIT COURT

ATTORNEY NAMED IN MORTGAGE

FOR

VS.

ANNE ARUNDEL COUNTY

JOHN M. PEDDICORD AND

EMELIA H. PEDPICORD, HIS WIFE

IN EQUITY

Enter De 17, 200

MR. CLTRK:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's "xhibit "A".

John O. Dumler

Attorney named in Mortgage

FILED 1960 MAR 18 AM 10:44 Form 812

[DR.—CITY OR COUNTY] UBER 125 PAGE 351

~ • ATTORNEY NAMED IN MORTGAGE
VS.
JOHN M. PEDDICORD AND
EMBLIA H. PEDDICORD, HIS WIFE,

PLANTIFF'S EXHIBIT "A"

JOHN O. DUMLER,

Equity ho 13.702

# Mortgage

This Mortgage, Made this 26th Nineteen Hundred and fifty-one

day of November , in the year , by and between John M. Peddicord

and Emelia H. Peddicord, his wife,

of Anne Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and The Capital Building and Loan Association of Baltimore City, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Thirty-eight Hundred and Fifty Dollars (\$3850.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

Whereas, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Thirty-eight Hundred Fifty Dollars (\$ 3850.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of Six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Thirty-eight Dollars (\$38.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of December , 1951, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

The due execution of this mortgage having been a condition precedent to the granting of said advance. Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagors,

John M. Peddicord and Emelia H. Peddicord, his wife,

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Thirteen (13), Fourteen (14), Fifteen (15), Forty-eight (46), Forty-nine (49) and Fifty (50), Section 26 as shown on a plat of High Point, Anne Arundel County, formerly Portworth or Green Haven, Armiger Addition, which is recorded formerly in Plat Book W.N.W. No. 3, folio 59, but now recorded in Plat Cabinet No. 1 Rod M, Plat 15.

BEING the same lots of ground which by deed dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and conveyed by Frederick Abt and Agnes Abt, his wife, to the said John M. Peddicord and Emelia H. Peddicord, his wife.

1960 MAR 18 AM 10:41.

THIS loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

To Have and to Hold the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

# LIBER 125 PAGE 68 BOOK 658 PAGE 353

- 1. To repay the indebtedness, together with interest, as herein provided.
- 2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
- 3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
- 4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
- 5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- 6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
- 7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.
- 8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 128, of the Laws of Maryland, peaced at the January acssion in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, by Harry A. Kohlerman or John O. Dumler, its duly constituted Attorneys or Agents, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgager shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars (\$50.00) to the Attorney or Solicitor instituting such proceedings, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Court for the County or City in which the proceeding under this Mortgage may be filed; and the said Mortgagee, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:	· · · · · · · · · · · · · · · · · · ·
	John M. Peddicord, (SEAL) John M. Peddicord
Dorothy Basel	Emelia H. Peddicord (SEAL)
	Emelia H. Peddicord

(SEAL)

#### STATE OF MARYLAND,

. to wit:

I HEREBY CERTIFY, That on this 26th day of November, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared John M. Peddicord and Emelia H. Peddicord, his wife,

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my seal the day and year aforesaid.

STATE OF THE PARTY OF THE PARTY

Dorothy Pased Notary Public

My commission expires May 4, 1953.

Recorded- 10th December, 1951, at 1:45 P.M.

LLCL LLCL LLCL

Ai.ne Arundel County

John II. Peddicord

FROM

THE CAPITAL

BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record 10 pa of the same day recorded in Till J. H. H. Nobes Fol. 351, La Recordes of Anne Arundel Country.

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

m)

File No. 9966-T

Property:

lots  $13-1\mu-15$  and 48-49-50, Section 26. High Point

Description approved

Execution approyed

JOHN O. DUMLER

IN THE CIRCUIT COURT

ATTORNEY NAMED IN MORTGAGE

FOR

VS.

ANNE ARUNDEL COUNTY

JOHN M. PEDDICORD AND

EMELIA H. PEDDICORD, HIS WIFE

IN EQUITY

Egun E, 200. 13, 702

#### MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Charles F. Loos, Vice President of Capital Savings and Loan Association, Inc., (formerly The Capital Building and Loan Association of Baltimore City), and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief,

- 1. said defendants are not in the military service of the United States.
- 2. said defendants are not in the military service of any nation allied with the United States.
- 3. said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.
- 4. said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Charles F. Loos

SUBSCRIBED AND SWORN to before me, a Notary Public for the State of Maryland, City of Paltimore, this 9th day of Jak

My Commission expires May lst

1960 ANR 18 AM 10:44

JOHN O. DUMLER,

IN THE CIRCUIT COURT

ATTOPNEY NAMED IN MORTGAGE

FOR

VS.

ANNE ARUNDEL COUNTY

JOHN M. PEDDICOPD AND

FMELIA H. PEDDICORD, HIS WIFE

IN FOUITY

En & W. 13,700

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated November 26th, 1951

\$3,850.00

Less amount paid thereon

\$1,595.48

Ealance due as of May 1st, 1960

\$2,254.52

STATE OF MARYLAND, PALTIMOPE CITY, to wit:

I HFRERY CERTIFY that on this sixteenth day of March,

1960, before me, the subscriber, a Notary Public of the State of Maryland,
in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer,

Secretary of the Capital Savings and Loan Association, Inc., (formerly

The Capital Savings and Loan Association of Baltimore City), and she made
oath in due form of law that the aforegoing is a true statement of the amount
of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Helena Reymann

Notary Public

My commission expires May 1st, 1961

1960 MAR 18 AM 10:44

/

# Fidelity and Deposit Company HOME OFFICE OF MARYLAND BALTIMORE 3

no 13702.

HOME OFFICE OF I

That we, John O. Dumler, 11:06 Fidelity Building, Baltimore 1, Maryland
as Principal,
and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and
just sum of THREE THOUSAND EIGHT HUNDRED AND 00/100 (\$3.800.00)
Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns
jointly and severally, firmly by these presents.
Sealed with our seals and dated this 18th day of April
in the year of our Lord 1960
Whereas, the above bounden. John O. Dumler
by virtue of the power contained in a mortgage from John M. Peddicord and Enetia
Paddicord, his wife
to The Capital Savings and Loan Association
bearing date the 26th day of November, 1951 and recorded
among the mortgage records of Anne Arundel County
in Liber J.H.H. No. 658 Folio 351 and John O. Dumler
of the money as specified, and in the conditions and covenants therein contained.  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler
do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any
Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.
In Testimony Whereof, the above bounden
has hereto set his hand and seal and the said body corporate has caused these presents to be
duly signed by its Attorney-in-Fact, the day and year first herein above written.
Signed, sealed and delivered in the presence of:
Guldelle M. Dranese Hud Steerle (SEAL)
Antoinette M. Granese John O. Dumler
Witness: FIDELITY AND DEPOSIT COMPANY OF 15 0687 17
FIDELITY AND DEPOSIT COMPANY OF MARYIAND
D. Anthony As to Surety Joseph & McHugh Auorite, in Park
1D3228a—300, 10-57 147555 fortgagee's or Attorney's Bond
asproved this 2 day of gard, 1960 APR 19 AM 10:14
CORN / (Kangus //

Fidelity and Deposit Company
HOME OFFICE OF MARYLAND
BALTIMORE 3
UBER 125 PAGE 73
Cymrth 12, 702

KNOW ALL MEN BY THESE PRESENTS:

	That we, John O. Dumler, 1406 Fidelity Building, Baltimore 1,  Maryland
	as Principal,
	and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws
	of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
	(\$1,000.00) One Thousand and 00/100
	to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we
-	bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.
	Sealed with our seals and dated this 3rd day of June
	in the year of our Lord1960
	Whereas, the above bounden
	by virtue of the power contained in a mortgage from John M. Peddicord
	and Emetia Peddicord, his wife
•	to The Capital Savings and Loan Association, Inc.
	bearing date the 26th day of November, 1951 and recorded
	among the mortgage records of Anna Arundal County
	in LiberJ.H.H. No658 Folio351 and John O. Dumler
	of the money as specified, and in the conditions and covenants therein contained.  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden  John O. Dunler
	lo and shall well and truly and faithfully perform the trust reposed in him
	under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any
(	Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.
	In Testimony Whereof, the above boundenJohn 0. Dumler
ŀ	as hereto sethishand and seal and the said body corporate has caused these presents to be uly signed by its Attorney-in-Fact, the day and year first herein above written.
5	igned, sealed and delivered in the presence of:
•	Branch Branch Ha & C.
7	Sohn O. Dumler (SEAL)
V	/itness: // FIDELITY AND DEPOSIT COMPANY OF MARYLAND
/	FIDELITY AND DEPOSIT COMPANY OF MARYLAND
۲	M. Staffard
•-	M. Syafford As to Surety E. V. Shockley, Ausprey-in-Factor
_, <u>M</u>	D3228a—500, 10-57 147555 optimized or Attorney's Bond
	Bond approved this 22 day of here 100 1960 Time 7
	Leave T Cromwell. AM 9:15

KOHLERMAN AND DUMLER Solicitors 1406 Fidelity Building Baltimore 1, Maryland

#### Mortgage Sale

#### OF DESIRABLE FEE SIMPLE RESIDENTIAL **PROPPERTY**

SOUTH SIDE OF THE PIKE GREEN HAVEN

GREEN HAVEN
Under and by virtue of the power and authority contained in a mortgage from John M. Peddicord and Emelia H. Peddicord his wife, to Capital Savings and Loan Association of Baltimore City), dated November 28, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 658, folio 351, (default having occurred thereunder), the undersigned, the Attorney named in said mortgage, will sell at Public Auction, on the premises, oo

#### Wed., April 20, 1960 at 2 o'clock P.M.

All those lots of ground situate and lying in the Third District of Anne Arundel County, State of Maryland, and described as fol-

lows:

BEING known and designated as Lots Numbered Thirteen (13), Fourteen (14), Fifteen (15), Forty-eight (48), Forty-nine (49) and Fifty (50), Section 28, as shown on a plat of High Point, Anne Arundel County, formerly Portworth or Green Haveo, Armiger Addition, which plat is recorded formerly in Plat Book W.N.W. No. 3, folio 59 (Cabinet No. 1, Rod M, Plat 15). Plat 15).

The aforesaid property is situ-

Plat 15).

The aforesaid property is situal alc on the southeast side of the Pike (DuVall Highway) 325 feet, more or less, southwest of Central Avcoue, having a frootage on the Pike of 75 feet and a combined depth of 200 feet to Eighth Street, as shown oo said plat.

THE above property is in feetsimple, and is improved by a frame and stucco dwelling.

TERMS OF SALE: A cash deposit of \$700.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon fioal ratification of sale by the Circuit Court for Annel Arundel County, to bear interest from date of sale to date of settlement at six per centum (6 per cent) per annum. Taxes and all other public charges, if aoy, to be adjusted to day of sale.

John O. Dumler

Attoroey named to Mortgage.

ALEX COOPER, Auctioneer

**OFFIC** 

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md.,
We hereby certify, that the annexed
- Mortgage Sale
1 1 1
- John M. Peddiend.

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for
successive weeks before the 2011
day ofCapail, 1962. The first
insertion being made the _214 day of
March 1960.
THE CAPITAL-GAZETTE PRESS, INC.
960 APR 19 PH 2: 52. Islamen

Attorney named in Mortgage

Us.

John M. Peddicord and Emelia H. Peddicord, his wife

KOHLERMAN AND DUMLER Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

#### Mortgage Sale

#### OF DESIRABLE FEE SIMPLE RESIDENTIAL **PROPPERTY**

SOUTH SIDE OF THE PIKE GREEN HAVEN

GREEN HAVEN

Under and by virtue of the power and authority contained in a mortgage from John M. Peddicord, his wife, to Capital Savings and Loan Association, Inc., (formerly The Capital Building and Loan Association of Baltimore City), dated November 28, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 658, folio 351, (default having occurred thereunder), the undersigned, the Attorney named in said mortgage, will sell at Public Auction, on the premises, on

#### Wed., April 20, 1960 at 2 o'clock P.M.

All those lots of ground situate and lying in the Third District of Anne Arundel County, State of Maryland, and described as fol-

lows:

BEING known and designated as Lots Numbered Thirteen (13), Fourteen (14), Fifteen (15), Forty-eight (48), Forty-nine (49) and Fifty (50), Section 26, as shown on a plat of High Point, Anne Arundel County, formerly Portworth or Green Haven, Armiger Addition, which plat is recorded formerly in Plat Book W.N.W. No. 3, folio 59 (Cabinet No. 1, Rod M, Plat 15).

The aforesald property is situate on the southeast side of the Plke (DuVall Highway) 325 feet, more or loss, southwest of Central Avenue, having a frontage on the Pike of 75 feet and a combined depth of 200 feet to Eighth Street,

Pike of 75 feet and a combined depth of 200 feet to Elghth Street, as shown on said plat.

THE above property is in feesimple, and is improved by a frame and stucco dwelling.

TERMS OF SALE: A cash deposit of \$700.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from date of sale to date of settlement at six per centum (6 per cent) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

John O. Dupiler

Allorney named in Mortgage.

135 AME 75 on The Circuit Court

Anne Armidel County (In Equity)

Auctioneer's Certificate

I hereby certify that I have this 20th day of April, 1960 sold the property described in the attached advertisement of sale at and for the sum of \$4,400 to Bringaria Hayvus at that figure the highest bidder therefor, and 9 further certify that the said sale was fairly made.

> Joseph T. Cooper Anctioneer

### Purchaser's Agreement

I hereby certify that I have this 20th day of April, 1960 purchased the property described in the attached advertisement of sale from John O. Dunler, Httorney Named in the Mortgage, at and for the sun of \$4400 hereby agree to couply with the terms of sale as set forth in the attached advertisement of sale.

Jest: how bot 7000 Charles F. Loos

Brookwood Homes Inc. Purchaser

Charles C. Reeder Purchaser

FILED

1960 APR 26 AM 9:41

JOHN O DUMLER

LIBER 125 PAGE 76

ATTORNEY NAMED IN MORTGAGE

IN THE CIRCUIT COURT

FOR

JOHN M. PEDDICORD AND

ANNE ARUNDEL COUNTY

(IN EQUITY)

EMELIA H. PEDDICORD, HIS WIFE

Vs.

13,702

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

THE REPORT OF SALE of John O. Dumler, Attorney named in the Mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Caoital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice, on the twentieth day of April, 1960, at two o'clock P.M., sell, on the premises, the aforesaid fee simple property unto PROOKWOOD HOMES, INC. at and for the sum of Four Thousand Four Hundred Dollars (\$1,100.00), the said Brookwood Homes Inc., having offered the greatest price therefor.

Mortgage

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 25th day of April, in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared John O. Numler, Attorney named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

1960 APR 26 AMMy delamission expires May 1, 1961

### ORDER NISI

John O. Dumler	LIBER 125 PAGE 77
Attorney Named in Mortgage	IN THE
versus	CIRCUIT COURT
	FOR
Emelia H. Peddicord, His Wife	ANNE ARUNDEL COUNTY
Attorney Named in Mortgage  versus  John M. Peddicord and  Emelia H. Peddicord, His Wife  Ordered, this 26th day of April 1,19 60, That Property in these proceedings mentioned made and reported by John O. Dumler, Attorney named in the Mortgage  BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before tiday of May next; Provided, a copy of this Order be inserted in published in Anne Arundel County, once in each of three successive weeks before the 31 day of May next.  The report states that the amount of sale was \$ 4,400.00  True Copy,  FILED  1960 APR 26 AM 9:41 TEST:  (Final Order)  John O. Dumler  Attorney Named in Mortgage  versus  John M. Peddicord and  Emelia H. Peddicord, His Wife  ANNE ARUNDEL COUNT	APTI , 19 00, That the sale of the
made and reported by John O. Dumler, Att	torney named in the Mortgage
BE RATIFIED AND CONFIRMED, unless cause to t	he contrary thereof be shown on or before the 31st
day of next.	ee successive weeks before the
	4,400.00
	Lorge T. Cromwell Clerk.
True Copy,	8
	Olavla
·	Clerk.
· ·	)
Attorney Named in Mortgage	IN THE
	CIRCUIT COURT
Emelia H. Peddicord, His Wife	ANNE ARUNDEL COUNTY
	Term, 19
ORDERED BY THE COURT, This	8 day of, 1960
that the sale made and reported by the Attorney	
proper expenses as he shall produce vouchers for the A	Auditor.
	Willker & Crons
FII F-	JUDGE.
1350 JIIN C	
2:28	
17	

# Maryland Gazette Published by THE CAPITAL-GAZETTE PRESS, INC. HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING CERTIFICATE OF PUBLICATION Annapolis, Md., \_May 3 1 ...... 1960 We hereby certify, that the annexed was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for \_4\_\_\_\_\_ successive weeks before the 31st\_\_\_\_\_ \_\_\_\_, 19*\_60\_*. The first day of \_May insertion being made the 28th

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. -- 1969-- JUN-1 PM 2:01

Order Nisi

In The Circuit Court For

Anne Arundel County No. 13,702 Equity JOHN O. DUMLER Attorney Named in Mortgage

**VERSUS** 

JOHN M. PEDDICORD and EMELIA H. PEDDICORD, his Wife

Wife
Ordered, this 26th day of April, 1950. That the sale of the Property in these proceedings mentioned made and reported by John O. Dumler, Attorney named in the Mortgage B E RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of May next.

May next.

The report states that the amount of sale was \$4,400.00.

GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
M-19

May next.

14

In the Case of	AGE (9
	In the
John O. Dumler,	
Attorney named in Mortgage vs.	I
John M. Peddicord	For
and	
Emelia H. Peddicord, his wife	Anne Arundei County
To the Honorable, the Judges of said Court:	No. 13,702 Equity
The Auditor reports to the Court that She has examined the	proceedings in the above entitled cause, and from
themshe has stated the within account.	,
······································	
-	······································
· · · · · · · · · · · · · · · · · · ·	
All of which is respectfully submitted.	
	Jausa Dishling
•	Anditor.
July 1, 1960	

Dr. John O. Dumler, Attorney named in Mortgage vs. John M. Peddicord and Emelia H. Peddicord, his wife

Emelia H. Peddicord, his wife		<u> </u>	1	Ī
To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:		17	238	, .
visiting of the contractions, visiting of the contractions of the contraction	102	1-7-	<b>1</b> 2)°	` `
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	00		ł
Auditor - stating this account and two copies	18	00	59	
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	64	76		
Capital-Gazette Press - order nisi (sale	) 15	СО		
Capital-Gazette Press - order nisi (acct	12	co	!	
The Sunpapers - advertising sale	37	70		
Fidelity & Deposit Co.of Md bond premi	ums 19	20		
Alex Cooper - auctioneer's fee	167	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	4	95		
Helena Reymann - notary fees	1	OC		
Isabelle Eowes - notary fee		50	324	5
			•	
To Attorney for Taxes, viz: 1960 State and County taxes (147.00) -	•			
3 mos. 20 days, and interest	47	71	47	7
To Capital Savings & Loan Ass'n, Inc. (formerly The Capital Savings & Loan Ass'n of Baltimore City), mortgagee -				
in full for mortgage claim	ر ع عدد ا	F 2	2 051	_
·	2,254	24	2,254	ל
To John M. Peddicord and Emelia H. Peddi-				
cord, his wife, mortgagors - this balance	1,551	32	1,551	3
· ·			4.475	
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ohn O. Dumler. Attorney named in Mortgage

Ст

		John O. Dumler, Attorney named in	Mortgage		Cr.	
1960	1					
Apr.	2C	Proceeds of Sale	4,400	00		-
		Interest on deferred payment of	4,400	00	•	
	ļ	33,700.00 - 2 months 3 days	38	85	4,438	<b>ಟ</b> 5
	ļ !					
		Refund 1960 water and sewer benefit				
		charges ()52.50) - 5 months 10				
		days	36	<u>4ó</u>	36	46
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					4,475	31
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GORDER NISI LIBER 125	PAGE 82
John O. Dumler	In the
Attorney named in Mortgage	CIRCUIT COURT
VERSUS	For
⇒ John M. Peddicord	ANNE ARUNDEL COUNTY
- J and	THE THOUBEL COUNTY
Emelia H. Peddicord, his wife	No. 13 , 702 Equity.
ORDERED, This7th	day ofJuly, 1960., That the
Report and Account of the Auditor, filed this day in the	above entitled cause,
next; Prov	rided a copy of this Order be inserted in some newspaper
ORDERED BY THE COURT, this aforegoing Report and Account of the Auditor be and the to the contrary having been shown, and that the Truste of interest as the same has been or may be received.	day of, 19, that the c same is hereby finally ratified and confirmed, no cause
FILED	
1960 AUC 16 PM 3.40	allkeur & trans

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIBING

CERTIFICATE OF PUBLICATION

Order	Nisi
-------	------

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,702 Equity
JOHN O. DUMLER
Attorney Named in Mortgage
VERSUS
JOHN M. PEDDICORD and
EMELIA H. PEDDICORD, his
wife
Ordered, this 7th day of July,
1960, That the Report and Account
of the Auditor, filed this day in
the above entitled cause BE RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 15th day of
August next: Provided, a copy of
this Order be inserted in some
newspaper published in Anne
Arundel County, once in each of
three successive weeks before the
15th day of August next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Annapolis. Md.,
Dedia Miss Ea. 13, 702
Order Miss Eg. 13, 702 auditor account
John M. Orddicard.
o muhlishad in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for
successive weeks before the Listh
day of Canquest, 1960. The first
day of, 1960. The first insertion being made the day of
THE CAPITAL-GAZETTE PRESS, INC.
TLED
16-1 PM 3:55By - Man slightman.

No. M. G. 16 2 61 1960 4U

19

WALTER S. CALWELL, Assignee,

IN THE CIRCUIT COURT

VS.

FOR

THE CEDARHURST CONSTRUCTION

ANNE ARUNDEL COUNTY

COMPANY, Defendant

(In Equity)

Mr. Clerk:

Please docket the above entitled case and file

among the papers the following instrument marked "Plaintiff's Exhibit 'A'"-

1. Original Mortgage from the said The Cedarhurst Construction Company to Edward Gordon Grau and Anne Harriett Grau, his wife, dated September 20th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 232, with Short Assignment at the foot thereof to said Plaintiff, duly recorded among the aforesaid Land Records.

> Walter S. Calwell, Assignee Baltimore Federal Building Baltimore, 2, Md. Lex. 9-6841

1959 OCT 15 FET 10: 53

LIBER 125 PAGE 85
LIBER 1154 PAGE 232

, Vo. 13 470 Egent

THIS MORTGAGE, Made this 20th

day of September

in the year nineteen hundred and

fifty-seven

by and between

THE CEDARHURST CONSTRUCTION COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland,

Mortgagor monthibex

shother States at Measy tand of the first part, and

EDWARD GORDON GRAU and ANNE HARRIETT GRAU, his wife, .Mortgagees , of the second part.

Whereas, the said Mortgagor is bona fide indebted unto the said Mortgagees in the full and just sum of FIFTY TWO HUNDRED (\$5200.00)DOLLARS being part of the purchase money for the property hereinafter described, which said sum the said Mortgagor has agreed to repay unto the said Mortgagees two years from the date hereof, with interest thereon to accrue at the rate of 6% per annum and said interest to be paid quarterly.

WHEREAS in order to secure the prompt payment of said principal and interest when and as the same shall respectively become due and payable it is agreed that these presents shall be executed; and

WHEREAS it is understood and agreed by and between the parties hereto that prior to a default in any of the covenants and conditions of the within mortgage, the said Mortgagor shall have the right and privilege to obtain a partial release of any residential building lots upon the payment to the said Mortgagees of the sum of THREE HUNDRED (\$300.00) DOLLARS, for each residential building lot to be released, and

WHEREAS it is further understood and agreed that said Mortgagees will waive the lien of this Mortgage as to each lot on which a home is to be constructed in favor of a construction loan mortgage to be made by said Mortgager to BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor

does grant and convey unto the said Mortgagees,

their heirs and assigns,

in fee simple, all those

lot s or parcel of ground situate and lying in the

Anne Arundel County, State

aforesaid, and described as follows, to wit: I Regiment Took

BEING known and designated as Lot Nos. 1 through 5, both inclusive, Lot Nos. 13 through 53, both inclusive, Lot Nos. 55 through 68, both inclusive, and Lot 72 as shown on the revised Plat of Sharonville, 3rd. Election District of Anne Arundel County inclusive and recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 4.

BEING the same lots of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Edward Gordon Grau and Anne Harriett Grau, his wife, unto said Mortgagor herein.

SUBJECT, however, to a first Mortgage, dated November 5, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1081 folio 382, from Thex Redarks as Substituted Records from Edward Gordon Grau and Anne Harriett Grau, his wife, to Baltimore Federal Savings and Loan Association in the original amount of \$0,000.00, said Mortgage assumed by The Cedarhurst Construction Company on September 20, 1957.

FILTO PLANTIFFS EXHIBIT "A"

# LIBER 125 PAGE 86 LIBER 1154 PAGE 233

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagor, its successors

of FIFTY-TWO HUNDRED (\$5200.00)

and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize Sthe said Mortgagee, their personal representatives, or assign or Patrick J. Coughlin, Jr. 'y authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a Dollars and a commission to the party making the sale of said property fee of ONE HUNDRED (\$100.00) equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their ever may be entitled to the same. successors

And the said Mortgagor for itself, its / xxhebxxpecsualvepresentatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for itself, its successors property for itself, its successors to the said Mortgagor for its successor fo xetis essand assigns, do es hereby covenant to pay, and the said Mortgagee, s, their personal representatives or assigns, or Patrick J. Coughlin, Jr. their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be pro-

and commission. And it is agreed that, until default be made in the premises, the said part y default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mort-

ceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses

gaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part y of the first part covenants to pay

when legally payable.

And the said party of the first part further covenant s to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least (\$30,000,00) the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said executors, administrators or assigns, to the extent of Mortgages, their lien or claim hereunder.

and the signature of Benjamin E. Masters its President, said Mortgagor herein.

TEST:

THE CEDARHURST CONSTRUCTION COMPANY SEVE

Benjamin E. Masters

[SEAL]

State of Maryland,

BALTIMORE CITY

I Hereby Certify, that on this 20th thousand nine hundred and fifty-seven

day of in the year one September the subscriber, a Notary Public, before me,

of the State of Maryland, in and for the Benjamin E. Masters

:Goty:Baltimore County aforesaid, personally appeared President of THE CEDARHURST CONSTRUCTION COMPANY,

the Mortgagor named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be the east of said body mets. At the same time also appeared corporate. Patrick J. Coughlin, Jr.

and made oath in due form

of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal,

Notary Public .

Charles E. Williams

FOR VALUE RECEIVED we hereby assign the within Mortgage to Walter S. Calwell for the purpose of foreclosure.

WITNESS our hands and seals this 23rd day of July, 1959

TEST:

Clara m. Truh

CLARA M. LINK

Edward Gordon Grau Som (SEAL)

Inne Harrist Straw (SEA)

SHORT ASSIGNMENT

OF MORTGAGE

FROM

EDWARD GORDON GRAU AND

ANNE HARELETT GRAU, HIS WIFE

TO

WALTER S. CALWELL

Received by Recording CON 10 CON 10

	IN THE	
xide tecomograficos acidos atempos ate	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY	LIBER
vs.	IN EQUITY	12
THE CEDARHURST CONSTRUCTION COMPANY	No. 13,470 Equity	5 PAGE
		œ

STATEMENT OF MURITIAGE DEST

Statement of the Mortgage Claim of Edward Gordon Grau and Anne Harriett Grau, his wife

inder the mortgage from The Cedarhurst Construction Company to said Edward Gordon Grau and Anne Harriett Grau, his wife dated the 20th day of September 1957, and recorded among the County in Liber Land Records of Anne Arundel 1124 G.T.C.

Folio 232

Amount of Mortgage Less - amount paid on principal

\$5200.00

Interest from 9/20/57 to 9/28/59

5200.00 631.83

5831.83

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

20th August ! HE ERY CURTIFY, that on this day of in the

vear nineteen hundred and fifty-nine before me, the subscriber a Notary Public, of the State of Maryland, in and for the of Baltimore, personally appeared Edward Gordon Grau and Annie

Harriett Grau, his wife

nulders of the Mortgage in the above entitled cause, and made oath that the going is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

JINESS my hand and Notarial seal

1359 OCT 15 FILLOLE 3



				<b>→</b>
227 ST FAUL STREET	A CHARLETTA	S (LOMBUNES	60 JOHN STREET	5 PAGE
BALTIMORE, MO		A Comment	NEW YORK, N. Y.	<b>9</b>
			314639	) )
Trusta Mil Man Las	Milana Manada		13, 470 G	cuter
Know All Men by	_			
That we Walter S. (				
and NEW AMSTERDAM CASU			as Princi	
of the laws of the State of New Y		· -	-	
are held and firmly bound unto t		· ·	•	• -
SIX THOUSAND AND OC	0/100 (\$6,000.	.00)		e.re,
to be paid to the said State, or it	s certain Attorney, to	which payment, well and	truly to be made and done,	we
bind ourselves, and each of us, or	ur, and each of our H	leire, Executors and Admin	istrators, jointly and severa	lly.
firmly by these presents.	•		•	
Sealed with our seals, and de	•	_		<del></del>
day of May	in the year	nineteen hundred and81	.xty.	
Whereas, the above bour	nden Walter	S. Calwell		
by virtue of the power contained to Edward Gordon Grau and bearing date the 20th and recorded among the La No. 1154 Folio 23	Anne Harriett C	ember nineteen hun	dred and fifty-cever	 <b>n</b>
is about to sell the land and pres			- Anne Arundel Co. Mo g been made in the paymen	
the money as specified, and in th	e conditions and cove	nants therein contained.		
Now the Conditions	of this Obligati	on are Such, That if t	the above bounden	
· ·				
do and shall well and truly and f				
Mortgage aforesaid, and shall abid in relation to the sale of said mor				
otherwise to be and remain in ful			ile above obligation to be vi	Jiu,
Signed, Sealed and Delivered in the presence of		Clare	Duney (s.	eal)
Clara m.	ruh	walter S	(S	eal)
As to Surety:	)	NEW AMSTEDNA	(Some company com	eal) V
Can S. Kr	ans	ILW AUSTERDA	CASCALI COMEAN	•
FILED	-	ByR. Nichols	- Attorney-An-Fact	
1960 MAY -7 AN 10:	13 Boo	nd approved this 1 day of	nomwilf some	- 41°
		Morge 1.		·

WALTER S. CALWELL, Assignee

IN THE CIRCUIT COURT

FOR

THE CEDARHURST CONSTRUCTION COMPANY

ANNE ARUNDEL COUNTY

(In Equity) No. 13, 470 Country

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Kithermay Assignee Manuscockockockganger, dated September 20th, 1957 and recorded among the Land Records of Amne Arundel County in Liber G.T.C. No. 1154 folio 232 The Cedarhurst Construction Company to Edward Gordon Grau and Anne Harriett Grau, his wife, which 

Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" paper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of May, 1960 at 3 P.M., attend at the Court House Door in Annapolis Enternation method method and the sold the fee simple

property situate, lying and being in Anne Arundel County

known as Lot No. 34 as shown on Plat of 2nd Revision "Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

> FILED 1960 MAY 13 AM 9: 20

8

CALLAHAN AND CALWELL Solicitors Federal Building Baltimore Baltimore 2, Md.

#### Assignee's Sale

#### Of Very Valuable Fee Simple Unimproved Lot Of Ground

Under and by virtue of the power and authority contained in a Mortgage from The Cedarhurst Construction Company to Edward Gordon Grau and Anne Harriett Grau, his wife, dated September 20th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 follo 232 (default having occurred thereunder) the undersigned Assignee will sell at Public Auction at the Court House Door, in Annapolis, Maryland on

#### Tuesday, May 10, 1960 at 3 P.M. (E.D.T.)

all that fee simple unimproved lot of ground situate and lying on the east side of Sharon Drive, having a frontage thereon of 90 feet with an even depth of 167 feet, more or less, in the Third Election District of Anne Arundei County, in Sharonville, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:—Being known and designated as Lot No. 34 as shown on the Plat of 2nd Revision "Sharonville" which Plat is recorded among the

of 2nd Revision "Sharonville", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31. Subject to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

Subject also to set back, for improvements, as indicated on the aforementioned Plat, and to a 5 foot easement along and within the northerly outline, as indicated on said Plat.

TERMS OF SALE:-A cash de-TERMS OF SALE:—A cash deposit of \$500.00 will be required of the purchaser at time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, to be adjusted to day of sale.

WALTER S. CALWELL, Assignee

Assignee E. T. NEWELL & CO. Inc.,

LIBER 125 PAGE 92

BY TERMS OF Sale, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, by adjusted to day of sale.

The property was sold to The Bedford Holding Company at and for the sum of Three Hundred (\$300.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Calwell, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO VIT:

I HEREBY CERTIFY, That on this 12th day of before me, the subscriber, a Notary Public, of the May, 1960 State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

M-5

Clara M. Suih
Clara M. Link, Notary Public

**ORDER NISI** LIBER 125 PAGE 93 Walter S. Calwell, Assignee IN THE CIRCUIT COURT versus The Cedarhurst Construction FOR Company ANNE ARUNDEL COUNTY  $N_0$  13,470 **Equity** 13th May 60, That the sale of the Ordered, this \_ day of , 19 Property in these proceeding mentioned Walter S. Calwell, Assignue made and reported by \_\_\_ BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the \_\_ day of \_\_\_\_June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the \_\_\_\_\_ day of .\_ The report states that the amount of sale was \$\_\_ True Copy, FILED. 1960 MAY 13 AM 9:20 TEST:  $_{
m Clerk}$ . (Final Order) Walter S. Calwell, Assignee IN THE CIRCUIT COURT versus The Cedarhurst Construction FOR Company ANNE ARUNDEL COUNTY .\_\_Term, 19 ORDERED BY THE COURT, This \_\_ day of that the sale made and reported by the Assignee \_ aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor. FILED

1960 JUN 21 PM 2:40

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,470 Equity
Waiter S. Caiwell, Assignce
VERSUS
The Cedarhurst Construction

The Cedarhurst Construction
Company
Ordered, this 13th day of May, 1960. That the sale of the Property in these proceeding mentioned made and reported by Walter S. Calwell, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown or before the 20th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Annel Arundel County, once in each of three successive weeks before the 20th day of June next.

The report states that the amount of sale was \$300.00.
GEORGE T. CROMWELL, Clerk TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk

Annapolis, Md.,, 19.60
We bereby certify, that the annexed:
Order Mrs. Salu
<u>Order Mai. Salu</u> 
The Cedarhurst Construction Co

was published in

# Maryland Gazette

newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 20th
day of, 19_6a. The first
insertion being made the <u>19th</u> 1960. The first
May
THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. \_ 12 49807 JUN 10 PM 3: 41

WALTER S. CALWELL, Assignee : IN THE CIRCUIT COURT

VS. : FOR

THE CEDARHURST CONSTRUCTION : ANNE ARUNDEL COUNTY COMPANY (In Equity)

MPANY (In Equity)
: No. 13,470

#### TO THE HONORABLE THE JUDGE OF SAID COURT: -

The Petition of Edward Gordon Grau and Anne Harriett Grau, his wife by Walter S. Calwell, their Solicitor, respectfully represents unto your Honor:

lst. That on May 10th, 1960 said Walter S. Calwell, Assignee of Mortgage filed as an "Exhibit" in their proceedings, upon furnishing an approved Bond in the penalty of Six Thousand (\$6,000.00) Dollars with the New Amsterdam Casualty Company, as surety, did make sale of the certain fee simple lot of ground known as Lot No. 34 as shown on the Plat of 2nd Revision "Sharonville" described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by The Bedford Holding Company, as Agent for the Mortgagee, for lack of higher bid, for the sum of Three Hundred (\$300.00) Dollars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running therein.

4th. That your Petitioners feel, in view of the price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE, your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of \$6,000.00 to that of \$2500.00.

FILED
1960 JUN 23 PM 3:59

AND AS IN DUTY BOUND ETC.

Edward Gordon Grau

Solicitor for Petitioners.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day of June, 1960, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Edward Gordon Grau and Anne Harriett Grau, his wife, and made oath in due form of Law that the matters and facts set forth herein are true to the best of their knowledge and belief.

Clara Du Krik
Clara M. Link Notary Public

UPON the aforegoing Petition and Affidavit, it is this

day of June, 1960, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S.

Calwell, Assignee of Mortgage, with the New Amsterdam Casualty Company, as
surety, in the penalty of \$6,000.00, and approved by this Court, be and the
same is hereby decreased to appear in the penalty of \$2500.00

Mollkin & Erana

FILED
1960 JUN 29 AM 11:32

In the Case of	LIBER 125 PAGE	98	
		In t	he
Walter S. Calwell,			
Attorneynamedin.M	fortgage	<b>Circuit</b>	Court
. VS.		Fo	r
The Cedarhurst Construct	ion	I Allie Aluik	del County
Company		/ No. 13,470	
To the Honorable, the Judges of said Cou	urt :	/ NO. 17,470	Equity
The Auditor reports to the Court thatsh themshe has stated the within account.	he has examined the proc	eedings in the above entitl	ed cause, and from
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·			
	······································		
All of which is respectfully submitted.	_(	X Se	<i>!</i> ^
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FILED

Dr. Walter S. Calwell, Assignee The Cedarhurst Construction Company

To Assignee for Fee, viz:

To Assignee for Commissions, viz:

To Assignee for Court costs, viz:

Plaintiff's Solicitor's fee

Clerk of Court - Court costs

To Assignee for Expenses, viz:

One-half State documentary stamps

Clara M. Link - notary fees

Amount of mortgage claim filed

Amount allowed above

18 days @ 6%

Auditor - stating this account

in ac. 100 00 21 | 13 121 | 13 10 00 28 00 13 50 51 | 50 Capital-Gazette Press - advertising sal 59 | 52 Capital-Gazette Press - order nisi (sal#) 15 00 Capital-Gazette Press - order nisi (acc#) 12 00 New Amsterdam Casualty Co.-bond premium 10 00 E.T. Newell & Co., Inc. -auctioneer's fee 25 00 Clerk of Court - recording assignment 1 00 One-half Federal documentary stamps 27 55 00 1 124 34 To Edward G. Grau and Annie H. Grau, his wife, mortgagees, - this balance on account mortgage claim 8 41 305 | 38 5,831 |83 Interest on principal balance of \$5,200. from 9/28/59 to 8/15/60 - 10 months 275 60 6,107 43 8 41 Balance subject to decree in personam 6,099 02

Cr. Walter S. Calwell, Attorney named in Mortgage 1960 10 Proceeds of Sale 300 00 May Interest to 6/22/60 - 1 month 12 days 2 15 302 | 15 Refund 1960 State and County taxes 3 23 (\$5.21 - 7 months 21 days3 23 305 38

Report and Account of the Auditor, filed this day in the above entitled cause,  BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th  day of August next; Provided a copy of this Order be inserted in some newspape published in Anne Arundel County, once in each of three successive weeks before the 15th day of August next.  In the Circuit Court for Anne Arundel County  ORDERED BY THE COURT, this day of day of the Auditor be and the same is hereby finally ratified and confirmed, no caus	ORDER NISI .LIBER 3	125 <sub>(PAGE</sub> 101 In the
The Cedarhurst Construction  Company  No. 13,470  Equity  ORDERED, This  BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the lay of August next; Provided a copy of this Order be inserted in some newspape published in Anne Arundel County, once in each of three successive weeks before the latter of August next; Provided a copy of the Circuit Court for Anne Arundel County  ORDERED BY THE COURT, this day of the same is hereby finally ratified and confirmed, no cause to the same is hereby finally ratified and confirmed, no cause to the same is hereby finally ratified and confirmed, no cause to the same is hereby finally ratified and confirmed, no cause	Walter S. Calwell,	CIRCIIIT COURT
The Cedarhurst Construction  ANNE ARUNDEL COUNTY  Company  No. 13,470  Equity  TORDERED, This  11th  day of July  19.60, That the BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th  day of August  next; Provided a copy of this Order be inserted in some newspape published in Anne Arundel County, once in each of three successive weeks before the 15th  day of August  In the Circuit Court for Anne Arundel County  ORDERED BY THE COURT, this day of day of the Auditor be and the same is hereby finally ratified and confirmed, no cause		
ORDERED, This 11th day of July 19.60, That the Report and Account of the Auditor, filed this day in the above entitled cause,  BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of August next; Provided a copy of this Order be inserted in some newspape published in Anne Arundel County, once in each of three successive weeks before the 15th day of August next.  In the Circuit Court for Anne Arundel County  ORDERED BY THE COURT, this day of and the same is hereby finally ratified and confirmed, no cause	The Cedarhurst Construction	ANNE ARUNDEL COUNTY
Report and Account of the Auditor, filed this day in the above entitled cause,  BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th  day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of August next.  In the Circuit Court for Anne Arundel County  ORDERED BY THE COURT, this day of the Auditor be and the same is hereby finally ratified and confirmed, no cause		
Report and Account of the Auditor, filed this day in the above entitled cause,  BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th  day of		
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	BE RATIFIED AND CONFIRMED, unless cause day of	e to the contrary be shown on or before the 15th  Ext; Provided a copy of this Order be inserted in some newspaper of three successive weeks before the successive weeks were the succes
1560 AUG 16 PM 3:43	BE RATIFIED AND CONFIRMED, unless cause day of	e to the contrary be shown on or before the 15th  Ext; Provided a copy of this Order be inserted in some newspaper of three successive weeks before the successive weeks were the succes

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No 13,470. Equity WALTER S. CALWELL, Assignee versus

Versus

THE CEDARHURST CONSTRUCTION COMPANY
Ordered, this 11th day of July, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of August next.

GEORGE T., CROMWELL, Clerk True Copy, TEST:
GEORGE T., CROMWELL, Clerk Jy-28

An	napolis, Md.,	issgmas	<u> م</u> ک 19 ر	
We her	eby certify, that t	be annexed		
D_	der mi	in Eq.	13,470	
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Co.			<b>-</b>	

was published in

# Maryland Gazette

Jy-28	a newspaper published in the City of Annapolis, Anne Arundel
	County, Maryland, once a week for 3successive weeks before the 15 the
	day ofassast, 19_6. The first insertion being made the # The day of
No. M.G. / 60 72 1950	FILED  THE CAPITAL-GAZETTE PRESS, INC.  AUG -1 PM 3:55 By -24 Julyhman.
144 6. 4	MUU I IN 3. 55 - / /

19

601 W. HAMBURG STREET BALTIMORE, 30, MARYLAND IN THE

CIRCUIT COURT

RE: LOTS 249-50

LUCY HAMMOND

OF

ARTHUR F. JONES and LENA A. JONES, his wife 1512 N. MOUNT STREET

ANNE ARUNDEL

COUNTY

BALTIMORE, 17, MARYLAND

EQUITY IN

EQUITY DOCKET

RE: LOT 251

CASE #

FLORENCE E. GOSNELL (STATUS UNKNOWN) 623 W. LANVALE STREET BALTIMORE, 17, MARYLAND

No. 13,752 Equity

RE: LOT # 290

WILLIAM A. JONES and MARY C. JONES, his wife, 884 BOOTH STREET BALTIMORE, 1, MARYLAND

IN ADDITION TO THE: PARTIES HEREIN NAMED SPECIFICALLY, IT IS INTEND ED THAT THERE BE INCLUDED HEREIN, AS PARTIES, ALL PERSONS, HEIRS AND UNKNOWN HEIRS OR PERSONS UNKNOWN THAT WILL AND ARE VITALLY CONCERNED WHETHER BY CONVEYANCE, INHERITANCE, OR OTHERWISE, WHO COULD COME IN AND CLAIM AN INTEREST BY REASON OF NOTICE OF THE INTENT BY THE PLAINTIFF HEREIN.

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION AS TO LOTS # 249-250-251-and 290 ON THE PLAT OF PATAPSCO PARK (ORIGINAL PLAT REFERENCE GW 1-31) ORIGINAL PLAT NOW RECORDED IN PLAT BOOK 12-8 AND COPY OF PLAT ALSO RECORDED IN PLAT BOOK 27-37 AND LOCATED IN 5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND, TO THE HONORABLE. THE JUDGES OF SAID COURT:

T he Complainant, LUCY HAMMOND, by J. GORDON FLAUTT AND THADDEUS J. HENSE, her attorneys, respectfully shows:

RE: LOTS 249-250 1. PLAT OF PATAPSCO PARK CERTIFICATE OF TAX SALE # 2838 DUPLICATE OF CERTIFICATE OF TAX SALE # 2833 (WHICH CERTIFICATE WAS LOST)

That a diligent and careful-search of the Land Records, Law 1960 APR 14 PM 3:46

and Equity Records, Tax and Assessment Records, and the Records of the Register of Wills of Anne Arundel County, Maryland, for a period in excess of forty years as to all the lots hereinbefore mentioned namely, Lots # 249-250-251 and 290 reveals.

- 2. That the said property was originally part of an 82.4 acre tract conveyed by Annie S. VonHagel and Edwin A. VonHagel, her husband, to The Patapseo Park Land Company by Deed dated 9/21/09 and recorded 9/22/09 among the Land Records of Anne Arundel County in Liber GW 68-425.
- 3. That the said The Patapsco Park Land Company by Deed dated 8/10/22 and recorded 8/11/22 among the Land Records of Anne Arundel County, Maryland, in Liber WNW 53-33, conveyed Lots # 249 and 250 on the Plat of Patapsco Park, originally recorded in GW 1-31 and now in Plat Book 12-8, a copy also being recorded in Plat Book 27-37 to Arthur F. Jones and Lena A. Jones, his wife, subject to the legal operation and effect of the restrictions, covenants and conditions, etc. therein set out, referred to and mentioned.
- 4. That said Lots # 249 and 250 on the Plat of Patapsco Park recorded as hereinbefore mentioned, being delinquent and in arrears for the payment of Anne Arundel County taxes since 1925 was sold 9/3/29 by C. Albert Hodges. County Treasurer of Anne Arundel County. (Equity Records FSR 1-87, Case # 1149-1931) to the County Commissioners of Anne Arundel County, Maryland, for \$ 36.00; and the said tax sale was finally ratified and confirmed by the Circuit Court of Anne Arundel County in Tax Sale Proceedings # 1149.
- 5. That the said C. Albert Hodges, County Treasurer of Anne Arundel County, by Deed dated 4/8/32 and recorded 4/8/32 among the Land Records aforesaid in Liber GW 43-324 conveyed lots # 249 & 250 to the County Commissioners of Anne Arundel County, Maryland.
- 6. That said County Commissioners of Anne Arundel County, Maryland by Deed dated 8/30/39 and recorded 9/7/39, among the Land Records aforesaid in Liber JHH 207-193 conveyed said lots # 249 and 250 on the Plat of Patapsco Park, recorded as aforesaid, to Frankie Wilson, widow.

- 7. That said Frankie Wilson, widow, conveyed said lots # 249 and 250 by Deed dated 1/4/49 and recorded 1/4/49 among the Land Records aforesaid in Liber JHH 507-186 to Frankie Wilson and Sons Inc.
- 8. That said Frankie Wilson & Sons Inc. conveyed Lots # 249 and 250 by Deed dated 3/18/57 and recorded 5/31/57 among the Land Records aforesaid in Liber GTC 1123-425 to David Skeeters.
- 9. That said David Skeeters and Anne Marie Skeeters, his wife, by Deed dated 4/4/57 and recorded 5/31/57 among the Land Records aforesaid in Liber GTC 1123-427 conveyed to Lucy Hammond, your Complainant, said Lots # 249 and 250 on Plat of Patapaco Park, recorded as aforesaid, being two of the lots described, mentioned and referred to therein.
- 10. That Certificate of Tax Sale # 2833 was issued to Anne Arundel County Commissioners at the request of your Complain-That said Certificate was returned by letter dated ant on 11/5/59. 11/6/59 (Plaintiff's Exhibit #1 and prayed to be taken as a part hereof) to Edward M. Dunn, Jr., successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, for the purpose of having same assigned by the County Commissioners of Anne Arundel County to your Complainant, Lucy That after numerous communications with Mr. Dunn, by mail, Hammond, telephone and in person, the Certificate could not be found; making it necessary to issue Duplicate Certificate # 2838, which is dated 2/4/60 and was finally by assignment dated 3/1/60 assigned by the County Commissioners for Anne Arundel County to Lucy Hammond, which Certificate and Assignment are marked "Plaintiff's Exhibit # 2" and are prayed to be taken as a part hereof.
- 11. That the property mentioned in said Certificate # 2838 is described as follows:

Certificate # 2838 - Property in District 5 of Anne Arundel County, described as:

All that lot or parcel of ground and improvements lying

12. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the 5th Election District on the day of the sale was:

Arthur F. Jones Lena A. Jones, his wife, Patapsco Park (no other address) Lots 249-250 Plat Patapsco Park

That the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

RE: LOT 251
PLAT OF PATAPSCO PARK
CERTIFICATE OF TAX SALE # 2836
DUPLICATE OF CERTIFICATE # 2831 (Lost)

- 13. That the said property was originally part of an 82.4 Acre Tract conveyed by Annie S. VonHagel and Edwin A. VonHagel, her husband, to The Patapsco Park Land Company by Deed dated 9/21/09 and recorded 9/22/09 among the Land Records of Anne Arundel County, in Liber GW 68-425.
- 14. That the said The Patapsco Park Land Company by Deed dated 12/27/20 and recorded 12/28/20 among the Land Records of Anne Arundel County, aforesaid, in Liber WNW 38-94 conveyed Lot # 251 on the Plat of Patapsco Park, recorded as aforesaid, to Florence E. Gosnell, subject to the legal operation and effect of the restrictions, covenants and conditions, etc. therein set out, referred to and mentioned.
- 15. That said Lot # 251 on the Plat of Patapaco Park, recorded as aforesaid, being delinquent and in arrears for the payment of Anne Arundel County Taxes was sold 10/16/35 by C. Albert Hodges, County Treasurer of Anne Arundel County (Equity Records FAM 4-58, Case # 4109-1937) to County Commissioners of Anne Arundel County for \$ 19.90. and the said Tax Sale was finally ratified and confirmed

by the Circuit Court of Anne Arundel County in Tax Sale Proceedings # 4109-1937.

16. That the said C. Albert Hodges. County Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County, by Deed dated 8/30/39 and recorded 9/7/39 among the Land Records aforesaid in Liber JHH 207-194 conveyed said Lot # 251 on the Plat of Patapaco Park to Frankie Wilson.

17. That Joseph H. Pepper, late County Treasurer of Anne Arundel County, by Deed dated 12/13/39 and recorded 6/1/40 among the Land Records aforesaid in Liber JHH 218-51 conveyed said Lot # 251 on the Plat of Patapsco Park aforesaid, to Joseph Skeeters.

18. That said Joseph Skeeters, died intestate 9/19/55 and his estate was administered in the Orphans Court of Anne Arundel County (Administration Docket 244-326) (Case # 9078) survived by his only son and heir-at-law David K. Skeeters.

19. That said David Skeeters and Anne Marie Skeeters, his wife, by Deed dated 4/4/57 and recorded 5/31/57 among the Land Records of Anne Arundel County aforesaid in Liber GTC 1123-427 conveyed to Lucy Hammond, your Complainant, Lot # 251 on the Plat of Patapsco Park, recorded as aforesaid, it being one of the lots described, mentioned and referred to therein.

20. That Certificate of Tax Sale # 2831 was issued to Anne Arundel County at the request of your Complainant on 11/5/59.

That said Certificate # 2831 was returned by letter dated 11/6/59 (Plaintiff's Exhibit # 1" and prayed to be taken as a part hereof) to Edward M. Dunn, Jr., successor to C. Albert Hodges. Collector of Taxes for the State of Maryland and the County of Anne Arundel County for the purpose of having same assigned by the County Commissioners of Anne Arundel County to your Complainant, Lucy Hammond. That after numerous communications with Mr. Dunn by mail telephone, and in person, the Certificate could not be found; making it necessary to issue Duplicate Certificate # 2836, which is dated 2/4/60 and was finally by assignment dated 3/1/60 assigned by the County Commissioners of Anne Arundel County to the said Lucy Hammond,

which Certificate and Assignment are marked "Plaintiff's Exhibit # 3"and are prayed to be taken as a part hereof.

21. That the property mentioned in said Certificate # 2836 is described as follows:

Certificate # 2838 - Property in District 5 of Anne Arundel County described as:

Lot # 251 as shown on the Plat of Patapsco Park and assessed to Florence Gossell.

22. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the 5th Election District on the day of the sale was:

Florence E. Gosnell 623 W. Lanvale Street Baltimore, Maryland Lot 251, Plat Patapsco Park

That the description thereof as set forth in the Certificate of Tax Sale aforesaid, is the same as above set out,

RE: Lot # 290
PLAT PATAPSCO PARK
CERTIFICATE OF TAX SALE # 2837
DUPLICATE OF CERTIFICATE # 2832 (LOST)

23. That the said property was originally part of an 82.4 Acre Tract conveyed by Annie S. VonHagel and Edwin A. VonHagel, her husband, to The Patapsco Park Land Company by Deed dated 9/21/09 and recorded 9/22/09 among the Land Records of Anne Arundel County in Liber GW 68-425.

24. That the said The Patapsco Park Land Company by Deed dated 8/10/22 and recorded 8/11/22 among the Land Records of Anne Arundel County, aforesaid, in Liber WNW 53-32, conveyed Lot # 290 on the Plat of Patapsco Park, recorded as aforesaid, to William A. Jones and Mary C. Jones, his wife, subject to the legal operation and effect of the restrictions, covenants and conditions, set out and referred to therein.

25. That said Lot # 290 on the Plat of Patapsco Park, recorded as aforesaid, being delinquent and in arrears for the payment of Anne Arundel County Taxes was sold 10/17/35 by C. Albert Hodges,

County Treasurer of Anne Arundel County (Equity Records FAM 4-75, Case # 4144) to County Commissioners of Anne Arundel County for \$ 28.87, and said Tax Sale was finally ratified and confirmed by the Circuit Court of Anne Arundel County in Tax Sale Proceedings # 4144.

- 26. That the said C.Albert Hodges, County Treasurer of Anne Arundel County, and County Commissioner of Anne Arundel County by Deed dated 12/16/40 and recorded 1/16/41 among the Land Records aforesaid in Liber JHH 229-425 conveyed said Lot # 290 on Plat of Patapaco Park recorded as aforesaid, to Frankie Wilson.
- 27. That the said Frankie Wilson, widow, conveyed Lot # 290 on Plat Patapsco Park, recorded as aforesaid, by Deed dated 1/4/49 and recorded 1/4/49 among the Land Records of Anne Arundel County aforesaid in Liber JHH 507-186 to Frankie Wilson & Sons Inc. being one of the lots described, mentioned and referred to therein.
- 28. That said Frankie Wilson & Sons Inc. conveyed Lot # 290 on Plat Patapsco Park, recorded as aforesaid, by Deed dated 7/2/51 and recorded 7/6/51 among the Land Records of Anne Arundel County aforesaid in Liber JHH 631-150 to Joseph Skeeters.

That said Joseph Skeeters died intestate 9/19/55 and his estate was administered in the Orphans Court of Anne Arundel County (Administration Docket 244-326, Case # 9078) survived by his only son and heir-at-law, David K. Skeeters.

That said David K. Skeeters and Anne Marie Skeeters, his wife, by Deed dated 4/4/57 and recorded 5/31/57 among the Land Records of Anne Arundel County aforesaid, in Liber GTC 1123-427 conveyed to your Complainant, Lucy Hammond Lot # 290 on Plat of Patapsco Park, recorded as aforesaid, being one of the lots described, mentioned and referred to therein.

29. That Certificate of Tax Sale # 2832 was issued to Anne Arundel County at the request of your Complainant on 11/5/59.

That said Certificate # 2832 was returned by letter dated 11/6/59 ("Plaintiff's Exhibit #1") to Edward M. Dunn, Jr.Successor

to C.Albert Hodges, Collector of Taxes for the State of Maryland, and the County of Anne Arundel for the purpose of having same assigned by the County Commissioners of Anne Arundel County to your Complainant Lucy Hammond.

That after numerous communications with Mr. Dunn, by mail, telephone and in person, the Certificate could not be found, making it necessary to issue Duplicate Certificate # 2837, which is dated 2/4/60 and was finally by Assignment dated 3/1/60 assigned by the County Commissioners of Anne Arundel County to the said Lucy Hammond and which Certificate & Assignment are marked "Plaintiff's Exhibit # 4" and are prayed to be taken as a part hereof.

30. That the said property mentioned in said Certificate # 2837 is described as follows:

Certificate # 2837
Property in District 5 of Anne Arundel County
described as:

Lot # 290 as shown on the Plat of Patapsco Park and assessed to William A. and Mary C. Jones.

31. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the 5th Election District of Anne Arundel County on the day of the sale was:

William A. Jones
Mary C. Jones, wife
884 Booth St.
Baltimore, Maryland
Lot # 290 Plat Patapsco Park

That the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

32. That the aforesaid Lots of ground have not been redeemed by any party in interest, although more than one year and one day from the date of sale of said properties has expired; and that this proceedings is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely Sections 97 to 123 of Article 81 of the Annotated Code of Maryland.

The Amount necessary for the redemption of the above entitled properties is as follows:

Certificate # 2838 - Duplicate of Certificate # 2833 - Lots 249 & 250 on Plat of Patapaco Park, recorded as aforesaid - Arthur F. Jones and Lena A. Jones, his wife, - \$ 36.00.

Certificate # 2836 - Duplicate of Certificate # 2831 - Lot # 251 on Plat of Patapsco Park recorded as aforesaid - Florence Gossell - \$ 19.90.

Certificate # 2837 - Duplicate of Certificate # 2832 
Lot # 290 on Plat Patapaco Park, recorded as aforesaid 
William A. Jones and Mary C. Jones, his wife, - \$ 28.87.

which are the amounts paid for said respective properties as the

same appears on the Certificates of Tax Sale, with interest at the

rate of six percent (6%) per annum, from the date of sale to the

date of redemption, together with all taxes, interest, penalties

and costs paid by the Complainant herein and the Complainant's

predecessors, subsequent to the date of sale of said properties,

as provided for under the Provisions of the Acts of 1943, aforesaid,
as amended.

33. That it appears that the Respondents herein, according to the assessment records of Anne Arundel County, on the date of the Tax Sale, are residents of the State of Maryland, and therefore, your Complainant prays for process directed to the aforesaid Respondents at their last known addresses as above set forth, as the addresses of the said resident Respondents.

34. That your Complainant prays for an Order of Publication directed to all parties in interest in the aforementioned properties.

### TO THE END THEREFORE,

a) This Court pass a Final Decree foreclosing all the rights of redemption of the Respondents herein in and to the following:

Lots # 249 & 250 on the Plat of Patapaco Park, recorded as aforesaid and described in a Deed dated 8/10/22 and recorded 8/11/22 among the Land Records of Anne Arundel County from the said The Patapaco Park Land Company to Arthur F. Jones and Lena A. Jones, his wife.

Į.

Lot # 251 on the Plat of Patapaco Park recorded as aforesaid and described in a Deed dated 12/27/20 and recorded 12/28/20 among the Land Records of Anne Arundel County in Liber WNW 39-94 from The Patapsco Park Land Company to Florence E. Gosnell.

Lot # 290 on the Plat of Patapsco Park, recorded as aforesaid and described in a Deed dated 8/10/22 and recorded 8/11/22 among the Land Records of Anne Arundel County in Liber WNW 53-32 from the said The Patapsco Park Land Company to William A. Jones and Mary C. Jones, his wife,

- b) That this Court pass a Final Decree whereby there will be vested in the Complainant, Lucy Hammond, an absolute and indefeasible Title to the property aforesaid in Fee Simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.
- c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in the aforementioned property, of the object and substance of this Bill of Complaint and warning them to mbe and appear in this Court, in person or by Solicitor, on a day set, not less than sixty days from the filing of this Bill of Complaint and show cause, if any they may have, why a Decree or Decrees, should not be passed as prayed.
- d) That this Court may Decree such other or further relief as the case may require.

LUCY HAMMOND, COMPLAINANT

AND AS IN DUTY BOUND, ETC.

FLAUTT

1236 Circle Drive Arbutus, 27, Md.

Cirole 2-2456

THADDEUS J.HENSE 7009 Lancaster Road

Baltimore, 7, Md. Hunter 6-8743

Attorneys for Complainant

State of Maryland, Baltimore County, to wit:

I hereby certify, that on this //TH day of APRIL 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LUCY HAMMOND, the above named Complainant, and she made oath in due form of law that the matters set forth in the Foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

As witness my hand and notarial seal.

J. FORDON FLAUTT, NOTARY PUBLIC

Gordon Hant

MY COMMISSION EXPIRES MAY 1st, 1961.

Duplicate ? Certificate 283 \ LOTS 249-250
Nº 2838 CERTIFICATE OF TAX SALE LIBER 125 PAGE 114
I, Chuard In Dienny, Collector of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October Leg Lengtes,, I sold to
at public auction for the sum of 36-10 Dollars and
Cents, of which S6.00 Dollars has been paid as a deposit on the property
in West 5 described as all that lat we parcel the ground and improvemente lying in the fifth
district of anne arundel to feing lots 249, 250
of Patapheo Park which was conveyed by the
talapate tack dard is and recorded formont the
and assessed to Within 5 and Jena a. his ende
The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded by
uncate will be refunded the sums paid on account of the purchase price together with interest
together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amounts together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amounts together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amounts together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amounts together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amounts together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amounts together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amounts to the acts of 1943.
thereof. The balance due on account of the purchase price and all taxes together with interest
and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 1997, a proceeding can be
brought to foreclose all rights of redemption in the property This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.
of the date of the date of the date.
Witness my hand and seal, this day of
Award de lung
Collector.
State of Maryland, Anne Arundel County, Sct:
I hereby certify, that on this Ale day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared,
and the State of Maryland, and acknowledged the aforegoing certificate to be his act.
Witness my hand and seal Notarial,
Luth M. Louis
Notary Public.
My Commission Expires // 1961
FILED
PTFE FY # 1950 APR 14 PM 3:47

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Pata March 1, 1960

For Value received I hereby assign the within certificate of tax sale unto - - Lucy -- Hammand...
Witness my hand and seal herewith COUNTY COMMISSIONERS FOR

President (Purchasor)

Lucy F. Loskosky Clerk

Desplicate ? Certificate 2831 20T#25,
Nº 2836 CERTIFICATE OF TAX SALE LIBER 125 PAGE 110
Nº 2836 CERTIFICATE OF TAX SALE LIBER 125 PAGE 111  I, Color of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October 14, 1935, I sold to a.d.
Co Comm at public auction for the sum of 19 Dollars and 90
Cents, of which 19.90 Dollars has been paid as a deposit on the property
in Det 5 described as Fat No 251 hs shown
in Det 5 described as Lat No 251 des Shown 'On the plat of Latapesce Pack
and assessed to Thence Gassell
tificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15.136, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.
Witness my hand and seal, thisday of
Edward Line Collector.
State of Maryland, Anne Arundel County, Sct:
I hereby certify, that on this # L day of October,
and the State of Maryland, and acknowledged the aforegoing certificate to be his act.
Witness my hand and seal Notarial,
Notary Public.
My Commission Expires 1961
PLTF 1960 APR PM 3:47
1960 APR 14 111 J. T.

Date March 1, 1960

Mitness my hand and soal horowith.

COUNTY COMMISSIONERS OF ANNE ARUNDAL COMMIS

(Purchasor)

Attast 🔑

Loskosky, Clerk

481:

Duplico = & Certificate 2 32. 1.1 +290 CERTIFICATE OF TAX SALE LIBER 125 PAGE 118 Successor to C. albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to a c Comme at public auction for the sum of 28 Dollars has been paid as a deposit on the property The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15-1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate. Witness my hand and seal, this State of Maryland, Anne Arundel County, Sct: I hereby certify, that on this #W\_ day of October, \_\_1962\_, before me, the subscriber, a Notary Public, for the State of Maryland, in and for Anne Arundel County, personally appeared, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act. Witness my hand and seal Notarial, Hull M. Loving Notary Public.

My Commission Expires

FILED

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nate March 1, 1960

For Valva received I hereby assign the within contificate of tax sale unto - Lucy Hammand.\_\_\_

Witness my hand and seal horewith.

COUNTY COMMISSIONERS FOR

resident

(Purchaser )

ttest Loskosky, Clerk

#### November 6th, 1959

Edward M. Dunn, Jr. County Treasurer Anne Arundel Co., Md.

Re: Lots 249-250-251-290
Plat of Patapsco Park
Certificates of Tax Sales
Nos. 2831-2832-2833

Dear Sir:

This is to acknowledge with thanks receipt of Certificates of Tax Sale Nos, 283122832-2833.

However, I would appreciate it if you would have the Anne Arundel County Commissioners assign the respective certificates of Tax Sale to Lucy Hammond, the Record Owner, who wishes to institute proceedings to foreclose all rights of redemption in the properties.

I am enclosing the aforesaid Certificates and would appreciate your giving this matter the attention it deserves at your earliest convenience.

Thanking you in advance for your cooperation dn this matter, I remain

Very truly yours,

THADDEUS J. HENSE

TJH:ach Encls.

15

PLAINTIFF'S EXHIBIT # 1

FILED

1960 APR 14 PM 3:47

LUCY HAMMOND 601 W.HAMBURG STREET BALTIMORE, 30, MARYLAND

IN THE

CIRCUIT COURT

OF

COUNTY

VS.

ARTHUR F. JONES and
LENA A. JONES, his wife,
1512 N. MOUNT STREET
BALTIMORE, 17, MARYLAND
RE: LOTS 249-250 ON THE PLAT
OF PATAPSCO PARK and all persons
having or claiming to have any interest
in said lots, which lots are more particularly described in a Deed dated 8/10/22
from The Patapsco Park Land Company to

IN EQUITY

ANNE ARUNDEL

EQUITY DOCKET

FOLIO

CASE #

No. 13, 752 Equite

Arthur F.Jones and Lena A. Jones, his wife, and recorded among the Land Records of Anne Arundel County in Liber WNW 53-33 and which lots are situate in the 5th Election District of Anne Arundel County, State of Maryland.

FLORENCE E. GOSNELL (Status Unknown)
623 W. LANVALE STREET
BALTIMORE, 17. MARYLAND
RE: LOT 251 ON THE PLAT
OF PATAPSCO PARK and all persons
having or claiming to have any interest
in said lot, which lot is more partic—
ularly described in a Deed dated 12/27/20
from The Patapsco Park Land Company to
Florence E. Gosnell and recorded among the
Land Records of Anne Arundel County in Liber
WNW 38-94 and which lot is situate in the
5th Election District of Anne Arundel County.
State of Maryland.

WILLIAM A. JONES and MARY C. JONES, his wife, 884 BOOTH STREET BALTIMORE, 1. MARYLAND RE: LOT 290 ON THE PLAT OF PATAPSCO PARK and all persons having or claiming to have any interest in said lot, which lot is more particularly described in a Deed dated 8/10/22 from The Patapsco Park Land Company to William A. Jones and Mary C. Jones, his wife, and recorded among the Land Records of Anne Arundel County in Liber WNW 53-32 and which lot is situate in the 5th Election District of Anne Arundel County, State of Maryland.

IN ADDITION TO THE PARTIES NAMED SPECIFICALLY, IT IS INTENDED THAT THERE BE INCLUDED HEREIN, AS PARTIES, ALL PERSONS, HEIRS AND UNKNOWN HEIRS OR PERSONS UNKNOWN THAT WILL AND ARE VITALLY CONCERNED WHETHER BY CONVEYANCE, INHERITANCE, OR OTHERWISE, WHO COULD COME IN AND CLAIM AN INTEREST BY REASON OF NOTICE OF THE INTENT BY THE PLAINTIFF HEREIN.

FILED 1960 APR 14 PM 3.47

#### ORDER OF PUBLICATION

The object of this proceeding is to secure the Foreclosure of all Rights of Redemption in the following properties, situate in the 5th Election District of Anne Arundel County, State of Maryland, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the predecessors in Title of the Complainant in these proceedings and described as follows:

Lots # 249-250 on the Plat of Patapsco Park, original plat reference GW 1-31, original plat now recorded in Plat Book 12-8 and copy of said Plat also recorded in Plat Book 27-37.

Being the same lots of ground described in a Deed from the said The Patapsco Park Land Company to Arthur F. Jones and Lena A. Jones, his wife, dated 8/10/22 and recorded 8/11/22 among the Land Records of Anne Arundel County in Liber WNW 53-33.

Lot # 251 on the Plat of Patapaco Park, original plat reference GW 1-31, original plat now recorded in Plat Book 12-8 and copy of Plat also recorded in Plat Book 27-37.

Being the same lot of ground described in a Deed from the said The Patapsco Park Land Company, dated 12/27/20 and recorded 12/18/20, among the Land Records of Anne Arundel County in Liber WNW 39-94 to the said Florence E. Gosnell.

Lot # 290 on the Plat of Patapsco Park, original Plat reference GW 1-31, original plat now recorded in Plat Book 12-8 and copy of Plat also recorded in Plat Book 27-37.

BEING the same lot of ground described in a Deed from the said The Patapsco Park Land Company dated 8/10/22 and recorded 8/11/22 and recorded among the Land Records of Anne Arundel County in Liber WNW 53-32 to William A. Jones and Mary C. Jones, his wife.

The Bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this // day of April, 1960, by the Circuit Court for Anne Arundel County, in Equity, Ordered that notice

be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a
week for four successive weeks, warning all persons interested
in said property to be and appear in this Court by the 23 day of June, 1960, and redeem the properties and
answer the Bill, or thereafter a final decree will be rendered
foreclosing all rights of redemption in the properties and vesting
in the Complainant a Title, free and clear of all encumbrances.

GEORGE T. CROMWELL, CLERK

ANNE ARUNDEL COUNTY

IN **EQUITY** 

EQUITY DOCKET 18 FOLIO 464

CASE No. 13,752 Equity LUCY HAMMOND 601 W. HAMBURG STREET BALTIMORE, 30, MARYLAND

VS.

VS.
ARTHUR F. JONES and LENA
A. JONES, his wife,
1512 N. MOUNT STREET
BALTIMORE, 17, MARYLAND
RE: LOTS 249-250 ON THE
PLAT OF PATAPSCO PARK and
all persons having or claiming to
have any interest in said lots,
which lots are more particularly
described in a Deed dated 8/10/22
from The Patapsco Park Land
Company to Arthur F. Jones and
Lena A. Jones, his wife, and recorded among the Land Records
of Anne Arundel County in Liber
WNW 53-33 and which lots are
situate in the 5th Election District of Anne Arundel County,
State of Maryland.
FLORENCE E. GOSNELL (Sta-

FLORENCE E. GOSNELL (Sta-

FLORENCE E. GOSNELL (Status Unknown)
623 W. LANVALE STREET
BALTIMORE, 17, MARYLAND
RE: LOT 251 ON THE PLAT
OF PATAPSCO PARK and all
persons having or claiming to have
any interest in said lot, which lot
is more particularly described in
a Deed dated 12/27/20 from The
Patapsco Park Land Company to
Florence E. Gosnell and recorded
among the Land Records of Anne
Arundel County in Liber WNW
38-94 and which lot is situate in
the 5th Election District of Anne
Arundel County, State of Maryland.

land.
WILLIAM A. JONES and MARY
C. JONES, his wife,
884 BOOTH STREET
BALTIMORE, 1, MARYLAND
RE: LOT 290 ON THE PLAT
OF PATAPSCO PARK and all
persons having or claiming to have
any interest in said lot, which
lot is more particularly described
in a Deed dated 8/10/22 from
The Patapsco Park Land Company
to William A. Jones and Mary C.
Jones, his wife, and recorded
among the Land Records of Anne
Arundel County in Liber WNW
56-32 and which lot is situate in
the 5th Election District of Anne
Arundel County, State of Maryland.

land. In Addition to the parties named specifically it is intended that there be lincluded that there be lincluded that there be lincluded therein, as parties, all persons, heirs and linknown heirs or persons linknown that will and are vitally concerned whether by conveyance, inheritance, or otherwise, who could come in and claim an interest by reason of notice of the intent by the plaintiff herein. OFFICE OF

LIBER 125 PAGE 124

# THE #STAR

GLEN BURNIE, MD.,

May 13,

1960

THIS IS TO CERTIFY, that the annexed advertisement of

Order of Publication

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once successive weeks before a week for four 1960 , that is to say day of May 13th the the same was inserted in the issues of April 21,28, May 5, and May 12, 1960

> STROMBERG PUBLICATIONS, Inc. Publishers.

FILED

1960 MAY 13 AM 9:55

By Edith Greenwood

The object of this proceeding is to secure the Foreclosure of all Rights of Redcmption in the following properties, situate in the 5th Election District of Anne Arundel County, State of Maryland, sold by the Collector of Taxes for the State of Maryland, and Anne Arundel County, to the predecessors in Title of the Complainant in these proceedings and described as follows:

Lots No. 249-250 on the Plat of Patapsco Park, original plat reference GW 1-31, original plat now recorded in Plat Book 12-8 and copy of said Plat also recorded in Plat Book 27-37.

Being the same lots of ground described in a Deed from the said The Patapsco Park Land Company to Arthur F. Jones and Lena A. Jones, his wife, dated 8/10/22 and recorded 8/11/22 among the Land Records of Anne Arundel County in Libert WNW 53-33.

Lot No. 251 on the Plat of Patapsco Park, original plat reference GW 1-31, original plat now recorded in Plat Book 12-8 and copy of Plat also recorded in Plat Book 12-8 and copy of Plat also recorded in Plat Book 12-8 and copy of Plat also recorded in Plat Book 27-37.

Being the same lot of ground described in a Deed from the said The Patapsco Park Land Company, dated 12/27/20 and recorded 12/18/20, among the Land Records of Anne Arundel County in Liber WNW 39-94 to the said Plorence E. Gosnell.

Lot No. 290 on the Plat of Patapsco Park, original plat now recorded in Plat Book 12-8 and copy of Plat also recorded in Plat Book 27-37.

BEING the same lot of ground described in a Deed from the said The Patapsco-Park Land Company duted 8/10/22 and recorded a Mary C. Jones, his wife.

The Bill states among other things, that the amounts necessive for redemption have not been

wife.

The Bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 14th day of

It is thereupon this 14th day of April, 1960, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 23rd day of June 1960, and redeem the properties and answer the Bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainant a Title, froc and clear of all cncumbrances.

George T. Cromwell, Clerk True Copy-Test:

George T. Cromwell, Clerk

To May 12,

LIBER 125 PAGE 125

# LIBER 125 PAGE 126 AFFIDAVIT OF NON-MILITARY SERVICE

Lucy Hammond

٧s

Equity Docket 18-464 .

Arthur F. Jones, et al

Case #13752

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, SS:

I hereby certify that, on this

llth

day of

July

19 60 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Thaddeus J. Hense

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

To the best of his knowledge, information and belief

Andx are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this

llth

day of

July

auth

, 19 60

My Commission will expire on: M Ny 1, 1961

Filed,

FILED

1960 JUL 11 PM 3:08

UBER 125 PAGE 127

No. 18-404 DIVORCES - EQUITY
Case #13752 IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ARTHUR F. JONES, ET AL

#### DECREE PRO CONFESSO

And it is further ordered that leave is hereby granted to the Plaintiff .to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

Jndge

FILED

1960 JUL 12 AM 11:01

LUCY HAMMOND IN THE

601 W. HAMBURG STREET BALTIMORE, 30, MARYLAND CIRCUIT COURT

> VS. OF

RE: LOTS 249-50 ANNE ARUNDEL COUNTY

ARTHUR F. JONES AND IN EQUITY

LENA A. JONES, his wife, 1512 N. Mount Street EQUITY DOCKET 18 FOLIO 464

Baltimore, 17, Maryland

CASE # 13752 RE: LOT 251

FIGRENCE E. GOSNELL (STATUS UNKNOWN) 623 W. Lanvale Street Baltimore, 17, Maryland

RE: LOT # 290

WILLIAM A. JONES AND MARY C. JONES, his wife, 884 Booth Street Baltimore, 1, Maryland

AFFIDAVIT AS TO EFFORTS

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

THADDEUS J. HENSE, Attorney for the Plaintiff, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Order of Publication issued herein by certified mail, return receipt requested, together with a copy of the letter attached hereto, to the above named Defendants. as evidenced by the receipts for said letters filed herewith and made a part hereof. (Copies of letters marked "Plaintiff's Exhibit # 5").

That the said certified letter mailed to Mr. and Mrs. Arthur F. Jones, 1512 N. Mount Street, Baltimore, 17, Maryland, was returned marked "Addressee not found". Receipt # 73265.

That the said certified letter mailed to M's. Florence E. Gosnell, 623 W. Lanvale Street, Baltimore, 17, Maryland, was returned marked "Addressee not found". Receipt # 73266.

That the said certified letter mailed to Mr. and Mrs. William A. Jones, 884 Booth Street, Baltimore, 1, Maryland, was returned marked "Incorrectly addressed. Supply better address, if possible, and is attached hereto as "Plaintiff's Exhibit # 6".

That the said information was obtained from the Tax Records of Anne Arundel County, Receipt # 73264.

That the Registered Return Receipts numbered:

# 73265

# 73266

# 73264

are filed herewith as "Plaintiff's Exhibit # 7".

THADDEUS J. HENSE

/ haddens ) Henry

Subscribed and sworn to before me this 16th day of August, 1960.



ERNEST & CHAPPIN POTARY PUBLIC

MY COMMISSION EXPIRES 5/1/61.

IN THE LUCY HAMMOND 601 W. HAMBURG STREET

BALTIMORE, 30, MARYLAND COURT CIRCUIT

> VS. OF

RE: LOTS 249-50 ANNE ARUNDEL COUNTY

IN EQUITY

ARTHUR F. JONES AND LENA A. JONES, HIS WIFE 1512 N. MOUNT STREET EQUITY DOCKET 18 FOLIO 464

BALTIMORE, 17, MARYLAND CASE # 13752

RE: LOT 251

FLORENCE E. GOSNELL (STATUS UNKNOWN)

623 W. LANVALE STREET BALTIMORE, 17, MARYLAND

RE: LOT # 290

WILLIAM A. JONES AND MARY C. JONES, HIS WIFE, 884 BOOTH STREET

BALTIMORE, 1, MARYLAND

: : : :

#### FINAL DECREE

This Cause, standing ready for hearing and being submitted, the proceedings having been carefully read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the Equity of Redemption of Tax Sale property.

It is thereupon, this /7 day of August, 1960, by the Circourt Court of Anne Arundel County in Equity, Adjudged, Ordered and Decreed:

1 - That all rights of redemption of the Defendants, Arthur F. JONES and Leng A. Jones, his wife, Florence E. Gosnell, and William A. Jones and Mary C. Jones, his wife, or of anyone claiming by, through or under them, in and to the properties described, mentioned and referred to in these proceedings, be and the same are hereby barred and foreclosed.

2 - That an absolute and indefeasible title, in Fee Simple,

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to said properties, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances, thereon (except taxes accruing subsecuent to said date of sale and the rublic assessments to which the same are subject) are hereby vested in the Plaintiff.

3 - That upon payment to him of the balances, if any, due, on the purchase price of said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County, shall execute a deed conveying said properties to the Plaintiff.

4 - That the Plaintiff shall pay the costs of these proceedings.

Mattkin & Era

JUDGE

J. CALVIN CARNEY 3 E. Lexington St.

Baltimore 2, Md.

Plaintiff

IN THE

CÍRCUIT COURT

**FOR** 

WILLIAM LOUIS AUTREY and MINNIE T. AUTREY, his wife

Lots 17, 19, 21 and 23

Avalon Shores

Anne Arundel County, Md.

Defendant

ANNE ARUNDEL COUNTY

Docket Folio

Case No. 13,682

Filed

#### PETITION FOR FOREGOSURE

To the Honorable, the Judge of said Court:

The Petition of the Plaintiff respectfully represents:

That on the 21st day of August, A. D. 1958, the defendants executed and delivered to Ritchie Swift Homes, Inc., a body corporate, a mortgage on certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$6049.09 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1"and filed herewith as part of this Petition.; said mortgage was the same date assigned by said Ritchie Swift Homes to United Dealers Corporation, Pittsburgh, Pennsylvania; under date of September 9, 1958, said mortgage was assigned to Equitable Trust Company, Baltimore, Maryland; under date of February 19, 1960, said mortgage was assigned to United Dealers Corporation, Pittsburgh, Pennsylvania; on Feburary 24, 1960 said mortgage was assigned by United Dealers Corporation to J. Calvin Carney; said assignment being attached to this Petition and marked "Petitioner's Exhibit No. 2."

LAW OFFICES J. CALVIN CARNEY J. CALVIN CARNEY, JR. 3 E. LEXINGTON BT. BALTIMORE S. MD.

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That default has occurred in the terms and conditions of said mortgage.

And your Petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, as in duty bound, etc,

Celina Com

J. Calvin Carney, Jr. Attorneys for Plaintiff

3 E. Lexington St. Baltimore 2, Md. Plaza 2-8445

LAW OFFICES
J. CALVIN CARNEY
CALVIN CARNEY, Jr.
3 E. LEXINGTON ST.
BALTIMORE 2. NO.

This Mortgage, Made this	• 21day	of August	in the year
nineteen hundred and fifty eight			
MINNIE T. AUTREY, HIS WIFE	(FORMERLY KNOWN	AS MINNIE T. PACE)	

P.O. BOX 295, GIEN BURNTE, MARYLAND
hereinafter called "Mortgagee."

hereinafter called "Mortgagors," and RITCHIE SWIFT HOMES, INC. A BODY CORPORATE

WHEREAS the Mortgagors now stand justly and bona fide indebted unto the Mortgagee, as evidenced by their promissory note of even date herewith, in the full and just sum of \_\_\_\_SIX\_THOUSAND\_FORTY\_NINE\_\_\_\_\_\_

DOLLARS AND NINE CENTS (\$ 6,019.09 )

Dollars, which sum includes the principal debt, interest thereon at the rate of six per cent per an ALAGNUME term hereof, fire insurance on the current balance of principal indebtedness only, and credit life insurance, and which

total sum is payable in 60 monthly installments as follows: 59

monthly installments of \$ 59.51 each and one 60th final installment of

\$ 2,538.00 the first of which monthly installments shall be due and payable commencing

october 5, 19.58, and to better secure the payment of said note, and each and every installment thereon and all costs, these presents are executed. In case of default in the payment of any installment in whole or in part at the time limited and mentioned for the payment of the same as aforesaid or default in any covenant or condition of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall be deemed due and payable without notice or demand to the Mortgagors.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, said Mortgagee's successor or assigns, in fee simple, all of that lot or

Lots Seventeen (17), Nineteen (19), Twenty-one (21) and Twenty-three (23) all in Block Thirty-one (31) as shown on a certain map entitled, "AVALON SHORES", Section B, Anne Arundel County, Md., February 1936, Joseph N. Starkey Civil Engineer, Silver Spring, Maryland", recorded in Plat Book F. S. R. No. 4, Folio 26 among the land records of Anne Arundel County.

Being the same lots of ground which were conveyed to Minnie T. Pace, by deed dated April 5, 1957, by Mildred F. Flood, which deed was recorded in the land records of Anne Arundel County in liber GTC NO. 1123, FOLIO 521.

Minnie T. Pace has since married and now being known as Minnie T. Autrey.





TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel or parcels of ground and premises unto and to the proper use and benefit of the said Mortgagec, said Mortgagee's successor or assigns forever.

PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the current outstanding balance owing on the aforesaid sum of money when and as the same may be due and payable, or before such time as such may be due and payable if so elected by the Mortgagors, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or in any monthly installment thereof, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this Mortgage as herein provided; and the said Mortgagors hereby

حى

LIBER 1229 PAGE 489 125 PAGE 135 AND the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness including principal and earned interest contained therein, equal to one-half the percentage allowed as commission to trustees and the said Mortgagee, said Mortgagee's successor or assigns or their said insurance charges only, or said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, cost and commission, but the said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, including earned interest, insurance charges, costs, expenses and commission. WITNESS the hand TEST CIA CHOT GILLIPATI (SEAL) ......COUNTY, to wit: I HEREBY CERTIFY, that on this 2226 \_\_\_\_\_day of \_\_\_\_\_<u>ந்தூர்</u> in the year nineteen hundred and ..... 21227 01228 \_\_\_\_\_\_\_before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared. XTTA: 45.15. ATT TO ACT CORRESPONDED AND LINES. (COST 19 POST OS OTOTES PATE) the Mortgago ...... named in the aforegoing mortgage and ...... .....acknowledged the aforegoing mortgage Choir to be Chold act. At the same time also appeared Corocally John Lyton, vice Proceeding of Picchio Cuiri Local, and made only in the the consideration set forth and made only in the time consideration set forth and made only in the time consideration set forth and made only in the consideration set forth and the consideration set WITNESS my hand and notarial seal the day and year last above written Koom Notary Public My commission expires: May 4, 1959 Recorded aug. 26, 1958 at 12:59 P.M. CED I CHOMNEELL, CLERK 884 01 W 128 EM LOUIS AUTREY 195毫 AU\$26 PM IS: 59 NEC'U FCRIRECGED IN FOR VALUE RECEIVED, the within Mortgage and the FOR VALUE RECEIVED, the within note thereby secured are hereby assigned with recourse unto EQUITABLE TRUST COMPANY, BALTIMORE, MARYLAND. Mortgage is hereby assigned with out recourse unto United Dealers Corporation Pittsburgh, Pennsylvania. n
WITNESS the due execution hereof by WITNESS the due execution hereof by the aforesaid Assignee this 9th day of September 1958. the aforesaid Assignee this 19th day of uni ted beneeks corporation WITNESS February, 1960. Salores Name THE EQUITABLE TRUST COMPANY Secretary C. Reichelt, Jr., ä Second Vice Pres. Millionning And Annual

Petitioner's Exhibit

James Reid Assistant Secretary, Asst. Treasurer REC'D FOR RECORD IN LIBER 6TC

ROKAZZ FOLIO 449

REC'D FOR RECORDS OF

LAND RECORDE COUNTY

REC'D FOR RECORD IN

REC'D FOR RECORD IN

GED: CHOMMETT. CTERNAL CONSTRUCTION AND ASSOCIATION AND COUNTY AND

LIBER 1229 PAGE 490

ASSIGNMENT

FOR VALUE RECEIVED, the within Mortgage and the note thereby secured are hereby assigned unto UNITED DEALGERS CORPORATION, PITTSBURGH, PENNSYLVANIA. WITNESS the due execution hereof by the aforesaid Mortgage as follows:

REC'D FOR A FOULD M.
LAND RECORDS OF
AME ANEMOEL COUNTY

1958 AUG 26 PM 12: 59 & RECUINDED IN LIBER GTC NO.1229 FOLIO 4490 GEO. I. CROMWELL. CLERK Harled to Retchie Swift Homes, Inc

.

## BOOK 1374 PAGE 575

THIS ASSIGNMENT OF MORTGAGE, Made this February, 1960, by UNITED DEALERS CORPORATION, a body corporate of the State of Pennsylvania, to J. CALVIN CARNEY;

WITNESSETH that in consideration of the sum of five dollars (\$5.00), receipt whereof is hereby acknowledged, said UNITED DEALERS CORPORATION doth hereby assign unto J. CAL VIN CARNEY, his heirs, personal representatives and assigns, all that mortgage from William Louis Autrey and Minnie T. Autrey his wife, to Ritchie Swift Homes, dated August 21, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1229 folio 488, and assigned by Ritchie Swift Homes, Inc to United Dealers Corporation by short assignment on the same date, together with the mortgage debt secured thereby.

AS WITNESS the corporate seal of said Assignor and the signature of its President.

UNITED DEALERS CORPORATION

Attest:

President

STATE OF PENNSYLVANIA, COUNTY OF ALLEGHENY to wit

I HEREBY CERTIFY that on this 24th day of February 1960 before me, the subscriber, a Notary Public of the State of Pennsylvania, County of Allegheny aforesaid, personally appeared

IRA H. GORDON

President of United Dealers Corporation, and acknowledged that the facts set forth in the aforegoing Assignment of Mortgage are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

PM 2:47

Red'd for record March 8, 196Q, at 10:18 An.

McCAULEY, Notary Public

PITIGONICH, ALLEGHENY COUNTY, PA. COMMISSION EXPIRES SEPT. 30, 1963

J. CALVIN CARNEY

3 E. Lexington St. Baltimore 2, Md.

IN THE

CIRCUIT COURT Plaintiff

vs.

FOR

ANNE ARUNDEL COUNTY

WILLIAM LOUIS AUTREY and wife

Lots 17, 19, 21 and 23

Avalon Shores,

Anne Arundel County, Md.

Defendants

Docket

Folio

Case No. /3,682

Filed

#### MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared J. Calvin Carney, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

- (1) said defendants are not in the military service of the United States,
- (2) said defendants are not in the military service of any nation allied with the United States,
- (3) said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to t for military service.

WEST

Subscribed and sworn to before me

this 4m

day of March, 1960.

ABETH MOO. WEST.

LAW OFFICES J. CALVIN CARNEY CALVIN CARNEY, JR. B E. LEXINGTON ST. BALTIMORE 1, MD.

J. CALVIN CARNEY

Plaintiff

IN THE

CIRCUIT COURT

WILLIAM LOUIS AUTREY and

FOR

MINNIE T. AUTREY, his wife

Defendants

ANNE ARUNDEL COUNTY Docket

Case No. 13.682

Filed

#### STATEMENT OF MORTGAGE DEBT

Amount of Mortgage Paid on account of mortgage	\$6049.09
Balance due	475.57 5573.52
Plus interest from June5,1958 to March 5,1959 Balance due on mortgage	278.68 \$5852.20

(Default for the months of June, 1958 to March, 1959 totaling \$595.10

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for said Baltimore City, personally appeared J. Calvin Carney, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

1960 MAR -8 MEDIZABETH MOO. WEST:

CALVIN CARNEY IN CARNEY, JR EXINGTON ST

J. CALVIN CARNEY

Plaintiff

IN THE

VS.

CIRCUIT COURT

WILLIAM LOUIS AUTREY and MINNIE T. AUTREY, his wife

FOR

Defendants

ANNE ARUNDEL COUNTY Docket Folio

Case No. 13,682

Filed:

#### DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibits in the above cause having been submitted, the proceedings therein were by the Court read and considered,

IT IS THEREUPON, this & day of March, 1960, by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Calvin Carney and J. Calvin Carney, Jr.be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of \$6050.00, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in such weekly newspaper or newspapers published in Anne Arundel County, State of Maryland, as they may think proper, of the time, place, manner and terms of sale, which shall be cash upon ratification

J. CALVIN CARNEY J. CALVIN CARNEY, JR. 3 E. LEXINGTON ST. BALTIMORE 2. MD.

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of sale by this Court; and as soon as may be convenient after any such saleor sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's matification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives, heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagors, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

> D. Borni Duftt Judge

LAW OFFICES
CALVIN CARNEY
CALVIN CARNEY, Jr.
E. Lexington St.
BALTIMORE S. MD.

# THE HOME INDEMNITY COMPANY

HOME OFFICE



**NEW YORK** 

LIBER 125 PAGE 142

110. 12 32 guil

KNOW ALL MEN BY THESE PRESENTS: That we, J. Calvin Carney, of Central Savings Bank Building, Baltimore, Maryland, as principal, and THE HOWE INDEANITY COMPANY, a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six thousand, Fifty and 00/100 Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 22nd day of March in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden J. Calvin Carney by virture of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell real estate described as Lots 17, 19, 21 and 23, Block 31, on Plat of Avalon Shores, Section B, mentioned in the proceedings in the case of J. Calvin Carney

William Louis Autrey and Minnie T. Autrey, his wife now bending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF THE ABOVE BOUNDEN, J. Calvin Carney do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virture in law.

SIGNED, SEALED AND DELIVERED

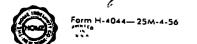
IN THE PRESENCE OF

THE HOME INDEMNITY COMPANY

(SEAL)

And great the 20th Any

1950 MAR 24 AM 10:12



J. CALVIN CARNEY, Solicitor
J. CALVIN CARNEY, JR.,
Solicitor
3 E. Lexington St.
Baltimore 2, Md.

#### Trustee's Sale

#### Valuable Improved Fee Simple Property

Situate in the Seventh Election District, Anne Arundel County. By virtue of Decree of the Circuit Court for Anne Arundel County in the case of J. Calvin Carney vs. William Louis Autrey and Minnie T. Autrey, his wife, in Equity, Docket 18 Folio 426, the undersigned Trustee will sell at public auction at the Court House Door, Annapolis, Md., on

#### Sat., April 2, 1960 at 12:00 o'clock noon

Lots 17, 19, 21 and 23, in Block 31. as shown on a certain map entitled "AVALON SHORES. Section B. Anne Arundel County, Md., February, 1936, Joseph N. Starkey, Civit Engineer, Silver Spring, Maryland," Recorded in Plat Book F.S.R. No. 4, Follo 26 among the Land Records of Anne Arundel County; subject to the charge contained in De ed from Avalon Shores, Inc. to Mildred Flood dated April 26, 1930, recorded J.H.H. No. 193 folio 225, and subject to restrictions contained in Declaration by Avalon Shores in the Deed dated May 18, 1932 and recorded in F.S.R. No. 101, folio 449, in fec simple; improved by 1 family frame dwelling 24 x 23" with 10" carport, consisting of 4 rooms and bath, partially finished.

Terms of sale: A cash deposit of \$750 is required of purchasers at time and place of sale; balance of purchase price to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. Purchase' price to bear interest from day of sale. All taxes and property, charges to be adjusted to day of sale. All decumentary stamps or transfer clianges of every kind shall be paid in full by the purchaser.

J. CALVIN CARNEY, Trustee 3 Lexington St., Baltimore 2, Md. E. T. NEWELL & CO.. INC... M-31

J. CALVIN CARNEY

LIBER 125 PAGE 144

IN THE

vs.

CIRCUIT COURT

WILLIAM LOUIS AUTREY and MINNIE T. AUTREY, his wife

**FOR** 

ANNE ARUNDEL COUNTY Docket 18, folio 426 Case No. 13,682 Equity

# REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Calvin Carney, Trustee appointed by decree in the above entitled case to make sale of fee simple property Lots 17, 19, 21 and 23 in Block 31, "Avalon Shores" Section B, 7th Election District, Anne Arundel County, Md., in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed in said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Saturday, the 2nd day of April, 1960, at 12:00 o'clock noon attend at the Court House Door, Annapolis, Maryland, and then and there sold at public auction property Lots No. 17, 19, 21 and 23 in Block 31 "Avalon Shores" Section B, 7th Election District, Anne Arundel County, Maryland, in fee simple, fully described in these proceedings, and in the attached advertisement of sale hereby made a part hereof, unto Elizabeth McC. West, at and for the sum of \$6,150.00, said purchaser being then and there and at that price the highest bidder therefor. Said property being sold subject to the restrictions of record. Said Purchaser reports that upon

LAW OFFICES

J. CALVIN CARNEY

J. CALVIN CARNEY, JR.

3 E. LEXINGTON ST.

SALTIMORE 2. MD.

FILED 1950 APR-6 AM 11:20

inspection of the said property on the day following the sale, that the heating, plumbing and electrical fixtures and equipment and other parts of said property have been removed therefrom.

The receipt of E. T. Newell & Co., Auctioneer, covering said sale signed by your Trustee and the Purchaser and said auctioneer, is also attached hereto as part hereof.

WHEREFORE your Trustee reports said sale to this Court for ratification.

J. Galvin Carney

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Calvin Carney, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

. Calvin Carney,

CARNEY Public

NOTART PUBLIC PUBLIC

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
S. E. LEXINGTON ST.

**ORDER NISI** J. Calvin Carney LIBER 125 PAGE 146 CIRCUIT COURT versus William Louis Autrey and FOR Minnie T. Autrey, his wife ANNE ARUNDEL COUNTY No. 13,682 **Equity** \_\_\_\_, 19 60, That the sale of the Ordered, this April day of . Property in these proceeding mentioned made and reported by J. Calvin Carney, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the \_\_ next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the \_ \_\_\_\_ next. The report states that the amount of sale was \$. 6,150.00 True Copy, FILED 1960 APR 6 AM 11:20 TEST: (Final Order) J. Calvin Carney IN THE CIRCUIT COURT versus William Louis Autrey and Minnie T. Autrey, his wife ANNE ARUNDEL COUNTY \_Term, 19 ORDERED BY THE COURT, This day of that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee \_\_allowed the usual commissions and such

> FILED 1960 JUN-2 PM 2:06

proper expenses as he shall produce vouchers for the Auditor.

/<-

J. CALVIN CARNEY, Solicitor, J. CALVIN CARNEY, JR., Solicitor

3 E. Lexington St. Baltimore 2, Md.

#### Trustee's Sale

#### Valuable Improved Fee Simple Property

Situate in the Seventh Election District, Anne Arundel County. By virtue of Decree of the Circuit Court for Anne Arundel County in the case of J. Calvin Carney vs. William Louis Autrey and Minnie T. Autrey, his wife, in Equity, Docket 18 Folio 426, the undersigned Trustee will sell at public auction at the Court House Door. Annapolis, Md., on

#### Sat., April 2, 1960 at 12:00 o'clock noon

Lots 17, 19, 21 and 23, in Block 31, as shown on a certain map entitled "AVALON SHORES. Section B, Anne Arundel County, Md., February, 1936, Joseph N. Starkey, Civil Engineer. Silver Spring, Maryland." Recorded in Plat Book F.S.R. No. 4, Folio 25 among the Land Records of Anne Arundel County; subject to the charge contained in De e d from Avalon Shores, Inc. to Mildred Flood dated April 26, 1939, recorded J.H.H. No. 198 folio 225. and subject to restrictions contained in Declaration by Avalon Shores in the Deed dated May 18, 1932 and recorded in F.S.R. No. 101, folio 449, in feet simple; improved by 1 family frame dwelling 24' x 28" with 10" carport, consisting of 4 rooms and bath, partially finished.

Terms of sale: A cash deposition of streen of sale: A cash deposition of purchasers.

bath, partially finished.

Terms of sale: A cash deposit of \$750 is required of purchasers at time and place of sale; balance of purchase price to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. Purchase price to bear interest from day of sale. All taxes and properly charges to be adjusted to day of sale. All documentary stamps or transfer charges of every kind shall be paid in full by the purchaser.

J. CALVIN CARNEY, Trustee 3 Lexington St., Baltimare 2, Md. E. T. NEWELL & CO., INC.. Auctioneer M-31

**OFFICE** Maryland Yazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., _	t the annexed
We hereby certify, tha	t the annexed
- Trustie	s Sale
William Lo	ria antrey.
	rise antrey. 13,682
	<del></del>

was published in

# Maryland Gazette

•
a newspaper published in the City of Annapolis. Anne Arundel
County, Maryland, once a week for 2
successive weeks before the 2711
day of _apail, 1960. The first insertion being made the 19th day of
insertion being made the 19th day of
March 1960.
THE CAPITAL-GAZETTE PRESS. INC.
1960 APR-7 PYIHA Tilghman

16

# THE HOME INDEMNITY COMPANY

HOME OFFICE



NEW YORK

LIBER 125 PAGE 148

additional

No. 13,682 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, J. Calvin Carnev, of Central Savings Bank Building, Baltimore, Marvland, as Principal, and THE HOME INDEMNITY COMPANY, a corporation of the State of New York, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Hundred and 00/100 Dollars, current money, to be paid to the said State of Marvland, or its certain attorney: to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 2/ day of Appell in the year of our Lord One thousand nine bundred and sixty.

WHEREAS, The above bounder J. Calvin Carnev by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell real estate described as Lots 17, 19, 21 and 23, Block 31, on Plat of Avalon Shores, Section B, mentioned in the proceedings in the case of J. Calvin Carney

vs

William Louis Autrev and Minnie T. Autrev, his wife now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF THE ABOVE ROUNDEN, I. Calvin Carnev do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void: otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Mary E. Munley

Dalinfane MAT.)
(SHAT.)

THE HOME INDEMNITY COMPANY

Frances Smith

Frank R. Clarke, attorney of Tagty

FILED

1960 APR 25 AM 9: 36

Bond approved this 25 day of family, 1960

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#### OFFICE OF

# Maryland Gazette Published by THE CAPITAL-GAZETTE PRESS, INC. HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY AGVERTIBLE CERTIFICATE OF PUBLICATION We bereby certify, that the annexed \_\_ Order ness. Sa was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th ----. 1960. The first insertion being made the 14 thi THE CAPITAL-GAZETTE PRESS, INC.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13.682 Equity

J. CALVIN CARNEY

VERSUS

WILLIAM LOUIS AUTREY and MINNIE T. AUTREY, his wife

Ordered, this 6th day of April, 1960. That the sale of the Property in these proceedings menitioned made and reported by J. Calvin Carney. Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of May next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of May next.

The report states that the amount of sale was \$6,150.00.

GEORGE T. CROMWELL, Clerk TRUE COPY. TEST:
GEORGE T. CROMWELL, Clerk

No. M. C. \_\_\_\_\_\_1960\_ MAY -9 AM 9: 56

In the Case of	In th	e
J. Calvin Carney	Circiiit (	Court
VS.	. >	
William Louis Autrey	For	•
and	Anne Arunde	al County
Minnie T. Autrey, his wife	No. 13,682	Equity
To the Honorable, the Judges of said Court:	·	
The Auditor reports to the Court that She has examined them She has stated the within account.	the proceedings in the above entitled	cause, and from
-		
	-	
All of which is respectfully submitted.		10 1
July 11, 1960	Jaxwa I An	Auditor

	LIBER $125$ PAGE $151$		i		
	Calvin Carney vs. William Louis Autrey his wife	and Minn	ie T.	Autrey,	ac
	To Trustee for Fee, viz:	100	00		
	To Trustee for Commissions, viz:	217		. 317	27
				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- '
	To Trustee for Court costs, viz:				
	Plaintiff's Solicitor's appearance fee	10	00		1
	Clerk of Court - Court costs	31	00		}
•	Auditor - stating this account	13	50	54	50 .
	·			<u> </u>	
	To Trustee for Expenses, viz:				
	Capital-Gazette Press - advertising sale	52	52		
	Capital-Gazette Press - order nisi (sal	) 15	00		
	Capital-Gazette Press - order nisi (acc	) 12	00		
	E.T. Newell & Co., Inc auctioneer's fe	e 50	00.		
	The Home Indemnity Co bond premiums	30	00		
	One-half Federal documentary stamps	3	57		
	One-half State documentary stamps	7	15		
	Elizabeth McC. West - notary fees	1	00	171	24
	To Trustee for Taxes, viz:	-			
	1960 State and County taxes adjusted - 3 months 2 days	11_	21	1	21
	·		:		
	To J. Calvin Carney, Assignee of the mort	_			
	gage filed in these proceedings, - this balance on account mortgage claim	5,698	03	5,698	03
				6,242	
	•				
	Amount of mortgage claim filed	5,852	20		
	Interest on principal balance of \$5,573.52 from 3/5/59 to 8/15/60 - 1 yr	1.00	00		
	5 months 10 days - @ 6%	483	03	·	:
		6,335	23		
	Cr. Amount allowed above	5,698	03		
	Balance subject to decree in personam	637	20		

with

1960

Apr.

2

J. Calvin Carney, Trustee

Proceeds of Sale

3 months

6,150 00 Interest on purchase price -92 25 6,242 25 6,242 25

Cr.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23 and day of ..... aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

1950 AUG 24 AM 11:32

Equity.

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY, ADVERTISING

#### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,682 Equity J. CALVIN CARNEY VERSUS

VERSUS
WILLIAM LOUIS AUTREY and
MINNIE T. AUTREY, his wife
Ordered, this 14th day of July,
1960, That the Report and Account
of the Auditor, filed this day in the
above entitled cause BE RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 22nd day
of August next; Provided, a copy
of this Order be inserted in some
newspaper published in Anne
Arundel County, once in each of
three successive weeks before the
22nd day of August next.
GEORGE T. CROMWELL, Clerk
True Copy TEST:
GEORGE T. CROMWELL, Clerk
A-4

Annapolis, Md., _ august 5, 1960
We hereby certify, that the annexed
Order Miss Eg. 13, 682 auditor account.
William Louis autry.
was published in

### Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3
successive weeks before the2_2_Nd
day of _ august, 19_60. The first
insertion being made the Alask day of
THE CAPITAL-GAZETTE PRESS, INC.
FILED
1960 AUG B5 - 142 Halghman.
د و

No. M. C. 16057

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

REVELL BAR & RESTAURANT, INC.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 13,741 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit A' " -

1. Original Mortgage from the said Revell Bar and Restaurant, Inc., to Baltimore Federal Savings and Loan Association, dated May 8th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1321 folio 551.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building Baltimore 2, Maryland Le 9-6841

FILED

1960 APR -8 PM 12: 02

City and County Form.

800x 1298 PAGE 260

LIBER 125 PAGE 1 No. 137416

BOOK 1321 PAGE 551

Made this....

....., in the year one

This Mortgage, thousand, nine hundred and fifty-nine , between REVELL BAR & RESTAURANT, INC., a body corporate,

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTY-TWO THOUSAND and 00/100ths (\$52,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five (5%) per cent per annum in the manner following:

By the payment of TWO HUNDRED FORTY-THREE and 20/100ths Dollars, 19.59., and continuing on the first day of each commencing on the first day of..... month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County , in said State, and described as follows:

BEGINNING for the same at a fence post found where the south side of Revell Highway as shown on a State Roads Plat No. 9893, revised in January 28, 1952, is intersected by the last line of a conveyance from Alfred Johnson to the Board of Education of Anne Arundel County by deed dated January 4, 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 11, folio 464, said fence post being South sixty-four degrees fourteen minutes East one hundred ninety-four and forty-eight one hundredths feet along said south Right-of-Way Line as shown on said plat from the centerline of Whitehall County Road as now paved; said point also being North seventy-six degrees thirty-nine minutes fifty seconds West, sixty-two and minety-one one-hundredths feet from the center of the south end of a twenty-four inch concrete culvert pipe running under the Revell Highway; and running from said beginning point so fixed with the south side of said Highway, and parallel to and one hundred ten feet south of the center of the grassy strip lying between the east and west bound lanes, South sixty-four degrees fourteen minutes no seconds East, three hundred forty and eighty-six one-hundredths feet to a monument set; thence leaving said Highway, South twenty-one degrees twenty-three minutes no seconds West, two hundred five and fifty-four one-hundredths feet to a monument set in the fence line on the north boundary of the Orlando Ridout property; thence with said fence line, North sixty-six degrees thirty minutes no seconds West, three hundred forty-eight and five tenths feet to a fence post at the intersection of said fence with a second fence line running along the west boundary of the Skidmore School property; said post being North sixty-six degrees thirty minutes no seconds West, five feet from a monument set in the first mentioned fence line; thence with said second fence line which is accepted as the last line of the above mentioned conveyance from Johnson to the Board of Education, North twenty-three degrees thirty-five minutes no seconds East, two hundred eighteen and eighty-eight feet to the place of beginning. Containing 1.71 acres, more or less. /one-hundredths

FILED

PLAINTIFFS EXHIBIT "A"

BEING the same lot of ground which by Deed dated of exem date before and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Revell Bar & Restaurant, Inc. unto the within named Mortgagor.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

125 PAGE 158 BOOK 1298 PAGE 202 And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of

amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs,

principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal

personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the said of the said.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of \$1,000.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WINDOWS COME CONTROL SON CONTROL OF CONTROL

WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:	REVELL BAR & RESTAURANT, INC.
	BY: Vernon Smith President
May B. Bully	(SGENIO)
Mary B. Smith - Seve.	

COUNTY

me, a Notary Public of said State, personally appeared  REVELL BAR & RESTAURANT, INC.  known to me, (or satisfactorily proven) to be the person (a) whose name (a) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, as the daily outhorized Vew-President of said corporation, by signing the name of the corporation by himself as Micro-President.  Acting the same time and also opposed to Mortgage, and made outh inductor of the William and Corporation. Mortgage is true and bone fide as therein set forth, and also made with the the inductor of the Micro-President.  AS WITNESS my hand and Notarial Seal.  STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT On this 6th day of Merch. 1959, before me, a Notary Public of and State, personally appeared on the three consideration set forth, in the corporation, mortgage, and made outh the foregoing mortgage is true and bone fide as three agent of the within name of the Mortgage and duly authorized corporation, Mortgage is true and bone fide as three agent of the Mortgage and duly authorized to the foreign set forth, and also made outh that he three agent of the Mortgage and duly authorized corporation, Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly authorized so the set of the Mortgage and duly autho		AND, CITY OF BALTIMORE, TO WIT:  8th day of March, May 1959, before
known to me, (or satisfactorily proven) to be the person (a) whose name (a) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Nice-President.  Attended the within annual corporation, Mortgage, and made onth in due form of law that the consideration are facilities in the foregoing mortgage in two sabons fide as therein said for the purposes therein contained, as the mortgage in two said fide as the facilities of the said fide in the foregoing mortgage in two said fide as the facilities of law that the consideration set of the fide in the foregoing mortgage is true and bone fide as the facilities of law that the consideration set of the fide of law that the consideration set of the fide of law that the consideration set of forth, and also made outh in the foregoing mortgage is true and bone fide as the facilities of law that the consideration set forth in the foregoing mortgage is true and bone fide as the facilities of the Mortgagee and duly authorized corporation, Mortgagee and duly authorized for law that the consideration set forth in the foregoing mortgage is true and bone fide as the facilities of the Mortgagee and duly authorized corporation, Mortgage and duly authorized for law that the consideration set forth in the foregoing mortgage is true and bone fide as the facilities of the Mortgagee and duly authorized corporation. Mortgage and duly authorized forth, and also made oath that he the agent of the Mortgage and duly authorized said affects of the Mortgage and duly authorized corporation.	me, a Notary Public o	of said State, personally appeared
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STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT On this 8th day of March, 1959, before me, a Notary Public of said State, personally apper Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized thomasse, this affidavit.  AS WEESS my hand and Notarial Seal.	ပ္	
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STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT  On this 8th day of March, 1959, before me, a Notary Public of said State, personally apper walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized this affidavit.  AS WINESS my hand and Notarial Seal.	TC ROW	ASS
STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT  On this 8th day of March, 1959, before me, a Notary Public of said State, personally appe WALTER S. CALWELL, Agent of the within named corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized the make this affidavit.  AS WINCESS my hand and Notarial Seal.		Reco ord N N N N N N N N N N N N N N N N N N N
STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT  On this 8th day of March, 1959, before me, a Notary Public of said State, personally appe WALTER S. CALWELL, Agent of the within named corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized the make this affidavit.  AS WINCESS my hand and Notarial Seal.		A H A H A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A H A A A H A A A H A A A H A A A H A A A H A A A H A A A H A A A H A A A H A A A A H A A A A H A A A A H A A A A A A A A A A A A A A A A A A A A
STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT  On this 8th day of March, 1959, before me, a Notary Public of said State, personally appe WALTER S. CALWELL, Agent of the within named corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized to make this affidavit.  AS WINESS my hand and Notarial Seal.	VELL	Reco
STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT  On this 8th day of March, 1959, before me, a Notary Public of said State, personally appe WALTER S. CALWELL, Agent of the within named corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized to make this affidavit.  AS WINESS my hand and Notarial Seal.	RE	tof tof the first series of the series of th
On this 8th day of March, 1959, before me, a Notary Public of said State, personally apper WALTER S. CALWELL, Agent of the within named corporation, Mortgagee, and made oath in due for of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized to make this affidavit.  AS WIMESS my hand and Notarial Seal.		マットナータタノ 日本 一直 1月 1月 1月 1月 1月 1日
On this 8th day of March, 1959, before me, a Notary Public of said State, personally appe WALTER S. CALWELL, Agent of the within named corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized to make this affidavit.  AS WINCESS my hand and Notarial Seal.		PART 12CT LYCE 322
On this 8th day of March, 1959, before me, a Notary Public of said State, personally appe WALTER S. CALWELL, Agent of the within named corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized to make this affidavit.  AS WINCESS my hand and Notarial Seal.	iaralocci	STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:
walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized townshe this affidavit.  AS WINNESS my hand and Notarial Seal.	4	On this 8th day of March, 1959, before me,
corporation, Mortgagee, and made oath in due f of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized to make this affidavit.  AS WINESS my hand and Notarial Seal.	Ö	WALTER S. CALWELL, Agent of the within named
foregoing mortgage is true and bona fide as therein set forth, and also made oath that he the agent of the Mortgagee and duly authorized to make this affidavit.  AS WINESS my hand and Notarial Seal.	2 1	corporation, Mortgagee, and made oath in due fo
the agent of the Mortgagee and duly authorized to make this affidavit.  AS WINESS my hand and Notarial Seal.		foregoing mortgage is true and bona fide as
AS WINESS my hand and Notarial Seal.		i \ \} the agent of the Mortgagee and duly suthomized
AS WINGESS my hand and Notarial Seal.		to make this affidavit.
OTAPLE!	nction in ritten by record by sector for Rec	

Attorney	Named	in	Mortgage
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ANNE ARUNDEL COUNTY CIRCUIT COURT FOR

VS.

REVELL BAR & RESTAURANT, INC.

IN EQUITY

No. 13,741 Equity

STATEMENT OF NURTGAGE DEST

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from Revell Bar & Restaurant, Inc.,

Baltimore Federal Savings and Loan Association

dated the 8th day of

May

19 59 and recorded among the

Land Records of

Anne Arundel

County in Liber

G.T.C.

No. 1321

Folio 551

Amount of Mortgage Plus - Insurance	\$52,000.00
Plus - Insurance Securing bill 110.00	554.00
Less - amount paid on principal	52,554.00 198,72
Plus - interest to 5/3/60	52,554.00 198,72 52,355.28 1,767.01
Less - balance in expense account	54,122.29 322.36
	53 <b>,7</b> 99 <b>.93</b>

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HE EMY CERTIFY, that on this 7th

April day of

in the

before me, the subscriber a Notary sixty vear nineteen hundred and Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice

President of Baltimore Federal Savings and Loan Association

nulder of the Mortgage in the above entitled cause, and made oath that the foreoing is a just and true statement of the amount of the mortgage claim under use filed in the said cause now remaining due and unpaid.

my hand and Notarial seal.

APR-8 PM 12: 02

314638

# Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Md.
as Principal  Ind NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of
FIFTY-FOUR THOUSAND AND 00/100 (\$54.000.00) Dollars.
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
pind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.
Sealed with our seals, and dated this 5th
day of May in the year nineteen hundred and 81xty
## hereas, the above bounden Walter S. Calwell
by virtue of the power contained in a Mortgage from Revell Bar & Restaurant, Inc., to the
Baltimore Federal Savings & Loan Association,
bearing date the 8th day of May nineteen hundred and fifty-nine
and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.
No1321
on Revell Highway, Anne Arundel Co. s about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.  200 the Conditions of this Obligation are Such, That if the above bounden
Walter S. Calwell
lo and shall well and truly and faithfully perform the trust reposed in
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
n relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
therwise to be and remain in full force and virtue in law.
Signed, Sealed and Delivered in the presence of Walter S. Calvell (Seal)
Clara M Juh (Seal)
Attrack As to Surety: (Seal)
NEW AMSTERDAM CASUALTY COMPANY
M.S. Kraus  By Mchillechie
FILED R.H. Nichols- Attorney-in Fact
1960 MAY -7 AM 10:13 Bond approved this Z day of 19

10 PAGE 247

CALLAHAN AND CALWELL , Solicitors Baltimore Federal Building Baltimore 2, Md.

#### · Attorney's Sale

Of Valuable Fee Simple Property improved By **Partially Completed** Filling Station

Filling Station

Under and by virtue of the power and authority contained in a Mortgage from Reveil Bar & Restaurant!, Inc., to Baktmore Federal Savings and Loan Association, dated May &n, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1321 follo 551 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

#### Tuesday, May 10th, 1960

At 3:30 P.M. (E.D.T.)

being all that fee simple parcel of land situate on Revell Highway, in St. Margaret Section, near Bay Ridge, Anne Arundel County, Maryland, and described as fol-

BEGINNING for the same at a fence post found where the south side of Revell Highway as shown on a State Roads Plat No. 9893, revised in January 28, 1952, is Intersected by the last line of a conveyance from Alfred Johnson to the Board of Education of Anne Arundel County by deed dated January 4, 1972 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 11, folio 464, sald fence post being South sixty-four degrees fourteen milutes East one hundred unety-four and forty-eight one hundredths feet along sald south Right-of-Way Line as shown on sald plat from the centerline of Whitehall County Road as now paved; sald point also being North seventy-six degrees thirty-line; minutes fifty seconds West, sixty-two and minety-one one-hundredths feet from the center of the south end of a twenty-four inch concrete culvert pipe running under the Revell Highway; and running from said beginning point so fixed with the south side of said Highway, and parallel to, and one hundred ten feet south of the center of the grassy strip lying between the east and west bound lanes, South sixty-four degrees fourteen minutes no seconds East, three hundred forty and eighty-six one-hundreths feet to a monument, set; thence leaving said Highway, South twenty-one degrees twenty-three minutes no seconds West, two hundred five and fifty-four one-hundredths feet to a monument set in the fence line on the north boundary of the Orlando Ridout property; thence with said fence line, North sixty-six degrees thirty minutes no seconds West, twenty-bird son seconds West, three hundred forty-eight and five tenths feet to a fence post at the intersection of said fence with a second fence line running along the west boundary of the Skidmore School property; said post being North sixty-six degrees thirty minutes no seconds East, two hundred eighty-eight one-hundredths feet to the last line of the a b o v e mentioned conveyance from Johnson to the Board of Education. North twenty-three degrees thirty-five minutes no seconds East, two hu

OFFICE ...

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLOER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIBING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., Masy 7	
We hereby certify, that the annexed	
attorney's Sale	•
<i></i>	
Revell Bar & Restaurant, In	C

was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the Lathe
day of Mass
insertion being made the _14 the day of
april
CAPITAL-GAZETTE PRESS, INC.
MAY -9 AM 9:56 24. Tilghman.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining.

In fee simple
The improvements consist of a partially completed filling station
TERMS OF SALE: A cost de-

TERMS OF SALE:—A cash deposit of \$1,000.00 will be required of the purchaser at time and place of s a le; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, to be adjusted to day of sale.

WALTER S. CALWELL, Attorney Named in Mortgage E. T. Newell & Co. Inc., Auctioneer M-5

LIBER 125 PAGE 163

WALTER S. CALWELL, Attorney Named in Mortgage

IN THE CIRCUIT COURT

VS.

FOR

REVELL BAR & RESTAURANT, INC.

ANNE ARUNDEL COUNTY (In Equity)

No. 13, 74.1 Equity

TO THE HUNORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney
Named in Mortgage, dated May 8th, 1959 and recorded among the Land
Records of Anne Arundel County in Liber G.T.C. No. 1321 folio 551
from said Revell Bar & Restaurant, Inc.,
to the Baltimore Federal Savings and Loan Association, which
Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne ArundelCounty, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of May, 1960 at 3.30 P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

situate on the south side of Revell Highway, containing 1.71 acres, more or less, more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED 1960 MAY 13 AM 9:20

ALLAHAN AND CALWELL Solicitors
Baltimore Federal Building
Baltimore 2, Md.

#### Attorney's Sale

#### Of Valuable Fee Simple Property Improved By Partially Completed Filling Station

Under and by virtue of the power and authority contained in a Mortgage from Reven Bar & Restaurant, Inc., to Baktimore Federal Savings and Loan Association, dated May 8th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1321 folio 551 (default baving occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

#### Tuesday, May 10th, 1960 At 3:30 P.M. (E.D.T.)

being all that fee simple parcel of land situate on Revell Highway, in St. Margaret Section, near Bay Ridge, Anne Arundel County, Maryland, and described as fol-lows: BEGINNING for the same at a

BEGINNING for the same at a fence post found where the south side of Revell Highway as shown on a State Roads Plat No. 9893, revised in January 28, 1952, is intersected by the last line of a conveyance from Alfred Johnson to the Board of Education of Anne Armed Country by deed dated conveyance from Alfred Johnson to the Board of Education of Anne Arundel County by deed dated January 4, 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 11, folio 464, said fence post being South sixty-four degrees fourteen minutes East one hundred minety-four and forty-eight one hundredths feet along said south Right-of-Way Line as shown on said plat from the centerlioe of Whitehall County Road as now paved; said point also being North seventy-six degrees thirty-nine minutes fifty seconds West, sixty-two and ninety-one one-hundredths feet from the center of the south end of a twenty-four inch concrete culvert pipe running under the Revell Highway; and running from said beginning point so fixed with the south side of said Highway, and parallel to and one hundred ten feet south of the center of the grassy strip lying between the east and west bound lanes. South sixty-four degrees fourteen minutes no seconds East, three hundred forty and eighty-six one-hundreths feet to a monument set; thence leaving said Highway, South twenty-one degment set: thence leaving said Highwway, South twenty-one deg-Highway, South twenty-one degrees twenty-three minutes no seconds West, two hundred five and fifty-four one-hundredths feet to a monument set in the fence line on the north boundary of the Orlando Ridout property; thence with sald fence line, North sixty-six degrees thirty minutes no seconds West, three hundred forty-eight and five tenths feet to a fence post at the intersection of sald fence with a second fence line running along the west boundary of the Skidmore School property; sald post being North sixty-six degrees thirty minutes no seconds West, five feet from a monument set in the first mentioned fence line; thence feet from a monument set in the first mentioned fence line; thence with said second fence line which is accepted as the last line of the a b o v e mentioned conveyance from Johnson to the Board of Education, North twenty-three degrees thirty-five minutes no second. Feet, turn hundred algebrase onds East, two hundred eighteen and eighty-eight one-hundredths feet to the place of beginning. Containing 1.71 acres, more or

TOGETHER with the buildings and improvements thereupon erec-ted, made or being and all and every rights, alleys, ways, waters. privileges, appurtenances and advantages to the same belonging, or anywise appertaining.

In fee simple The improvements consist of a sartially completed filling stapartially tion

LIBER 125 PAGE 165

1. MM. L. SALEX—A cash deposit of \$1,000.00 will be required of the purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of sattement. Taxes and all other expenses, including Sanitary District charges, if any, to be adjusted to day of sale.

WALTER S. CALWELL, Attorney Named in Mortgage E. T. Newell & Co. Inc., Auctioneer M.5

LIBER 125 PAGE 166

Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, by adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirty-one Thousand (\$31,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell, )
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of
May, 1960 before me, the subscriber, a Notary Public; of the
State of Maryland, in and for the City of Baltimore aforesaid,
personally appeared Walter S. Calwell, Attorney Named in Mortgage
and made oath in due form of Law that the facts stated in the
foregoing Report of Sale are true, as therein set forth, and that
the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

#### ORDER NISI

LIBER 125 PAGE 167

Walter S. Calwell,		L.	LIBER TAD PAGE TO
Attorney Named in Mortgage		IN TH	E
versus Revell Bar & Restaurant, Inc		RCUIT	COURT
neveri bar a nebuarano, inc	<u> </u>		
		ANNE ARUNDE	•
Ordered, this13thproperty in these	day ofMay	o. 13,741 oned 19	- 4
made and reported by <u>Walter S. Ca</u>	lwell, Attorney N	amed in Mort	gage
published in Anne Arundel County, once in e	next; Provided, a copy ach of three successive we	of this Order be in	serted in some newspap
day ofno	•	00	
The report states that the amount of sa	e was \$	<u> </u>	·
	Jeorge 1	Come	velfCler
Frue Copy,			•
ILED 960 MAY 13 AM 9:20	TEST:		
(Final Order) Walter S. Calwell,			
Attorney Named in Mortgage		IN TH	<b>E</b> .
versus	CII	RCUIT	COURT
Revell Bar & Restaurant, Inc.		FOR	
	<del></del>	ANNE ARUNDE	L COUNTY
			Term, 19
ORDERED BY THE COURT, This	212 .	day of	, 196
hat the sale made and reported by the <u>At</u>	torney aforesaid, be	and the same is h	
Confirmed no cause to the contrary having h			
uired by the Order Nisi, passed in said car proper expenses as he shall produce vouchers		allowed the us	ual commissions and su
roper expenses as he shan produce vouchers	for the Auditor.	<b>—</b>	1 -4
F11		JUDGE	mehett
ISED JUN 21 PM 3:33			
J. 32		•	•

WALTER S. CALWELL, Attorney Named in Mortgage

IN THE CIRCUIT COURT

VS.

FOR

REVELL BAR & RESTAURANT, INC.

ANNE ARUNDEL COUNTY

(In Equity) 13,74/

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

lst. The the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon furnishing an approved Bond in the penalty of Fifty-four Thousand (\$54,000.00) Dollars with the New Amsterdam Casualty Company, as surety, did on the 10th day of May, 1960 make sale of the certainfee simple property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, for lack of a higher bid, for the sum of Thirty-one Thousand (\$31,000.00) Dol-lars, which figure was considerably less than the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price, obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE, your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of \$54,000.00 to that of \$31,000.00.

FILED

1960 MAY 17 AM 9:38

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

ti (

Robert W. Reiter, AsstSecretary

Walter S. Calwell, Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of May, 1960, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

LIC

OREC

Clara M. Link, Notary Public

UPON the afpregoing Petition and Affidavit, it is this 17th day of May, 1960, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of \$54,000.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of \$31,000.00.

Matthew S. Eran

FILED 1960 MAY 17 PM 3:08

## Maryland Gazette Published by THE CAPITAL-GAZETTE PRESS, INC. HOLDER OF CONTRACT FOR ANNE ARUNDEL CERTIFICATE OF PUBLICATION We hereby certify, that the annexed \_\_\_\_\_\_ Order Miss Sale 69.13.741 Revell Bar & Restaurant, was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for \_4\_\_\_\_\_ successive weeks before the 20th day of \_\_Quant\_\_\_\_\_, 1960. The first insertion being made the 19th day of \_\_\_May\_\_\_\_\_, 19\_<u>6\_0</u>.

FILED

No. M. C. 19682\_21192.20\_ PM 3:41

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13.741 Equity
Walter S. Calwell,
Attorney Named in Mortgage
VERSUS
Revell Bar & Restaurant, Inc.
Ordered, this 13th day of May,
1960. That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of June next;
Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of June next.

The report states that the

The report states that the amount of sale was \$31,000.00.
GEORGE T\_CROMWELL, Clerk TRUE COPY. TEST:
GEORGE T. CROMWELL, Clerk Ju-9

Order Nisi

By H. Vilahman.

THE CAPITAL-GAZETTE PRESS, INC.

14

In the Case of	In th	In the		
Walter S. Calwell,	Circuit Court			
Attorney named in Mortgage				
. VS.				
Revell Bar and Restaurant, Inc.	Anne Arund	el County		
To the Honorable, the Judges of said Court:	No. 13,741	Equity		
The Auditor reports to the Court that she has examined the p them she has stated the within account.	roceedings in the above entitled	d cause, and from		
······································				
	······································			
All of which is respectfully submitted.	Sura K. John	lung		

July 11, 1960

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Revell Bar

	& Restaurant, Inc.	. vs. 1	LEVE.	rr Der	,
-			· .   .		<u> </u>
	To Attorney for Fee, viz:	3 000			١.
		1,000	Ι.		
	To Attorney for Commissions, viz:	904	45	1,904	45
	To Attorney for Court costs, viz:				
	Plaintiff's Solicitor's appearance fee	. 10	00		
	Clerk of Court - Court costs	32	25		·
	Auditor - stating this account	13	50	55	75
	To Attorney for Expenses, viz:				
	Capital-Gazette Press - advertising sale	106	76		
	Capital-Gazette Press - order nisi (sal	) 15	00		
	Capital-Gazette Press - order nisi (acci	) 12	00		
	New Amsterdam Casualty Cobond premium		00		
	E.T. Newell & Co., Incauctioneer's fee				
	One-half Federal documentary stamps	17	05		
	One-half State documentary stamps	34	10		
	Clara M. Link - notary fees	1		335	<i>J.</i> 3
			<u> </u>		<b></b>
	To Baltimore Federal Savings & Loan Ass':				
	mortgagee - this balance on account mortgage claim	29,026	10	20.026	
	mor ogage craim	27,020	40	29,026	
-				31,322	01
			غ م		
	Amount of mortgage claim filed Interest on principal balance of \$52,355.28 from 5/3/60 to 8/15/60 - 104	53,799	93		!
	\$52,355.28 from 5/3/60 to 8/15/60 - 104 days @ 5%				
		756	24		, ,
		54,556	17		
	Cr. Amount allowed above	29,026	40		
	Balance subject to decree in personam	25,529	77		
<u>'</u>					
'			٠.		
٠.				· .	

with

Walter S. Calwell, Attorney named in

Cr.

Mortgage 1960 May 10 Proceeds of Sale 31,000 00 Interest on purchase price from 5/10/60 to 6/22/60 222 61 31,222 61 Refund 1960 State and County taxes (\$154.95) - 7 months 21 days 99 40 99 40 31,322 01

ORDER NISI LIBER 12	5 PAGE $175$ In the
Walter S. Calwell,	
Attorney named in Mortgage	CIRCUIT COURT
: VERSUS	For
	ANNE ARUNDEL COUNTY
Revell Bar & Restaurant, Inc.	
	No. 13 , 741 Equity.
ORDERED, This 19th	day of July 19.60., That the
Report and Account of the Auditor, filed this day in the	above entitled cause,
BE RATIFIED AND CONFIRMED, unless cause to the	c contrary be shown on or before the
rublished in Appe Appel 1 C	vided a copy of this Order be inserted in some newspaper
22nd Aug	three successive weeks before the
	Jan is in the second of the
aroregoing Neport and Account of the Auditor he and t	unty day of
FILED	Marin
1960 AUG 24 AM H 34	Com Cuchell

18

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# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,741 Equity Walter S. Calwell, Attorney named

in Mortgage

Versus REVELL BAR & RESTAURANT,

REVELL BAR & RESTAURANT, INC.

Ordered, this 19th day of July, 1960. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED. unless cause to the contrary thereof be shown on or before the 22nd day of August next; Provided. a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of August next.

GEORGE T. CROMWELL, Clerk True Copy. TEST:
GEORGE T. CROMWELL, Clerk a-4

CERTIFICATE	<b>OF</b>	PUBL	<b>ICATION</b>
-------------	-----------	------	----------------

Annapolis, Md., Lingust 5-, 1960
We hereby certify, that the annexed
- Order Miss. Eg. 13. 741
auditor account
Pevell Bar & Ristaurant, Inc
·

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3
successive weeks before the 22ml
day of assaurat, 1960. The first
insertion being made the alast day of
Jessey
THE CAPITAL GAZETTE PRESS, INC.
5 day 2/2040
1960 AUBY 5 DV. 20 4 Jahman.
/

No. M. G. \_ J & o 9 8 \_\_\_

IN THE MATTER OF THE

IN THE CIRCUIT COURT

FOR

MORTGAGED REAL ESTATE OF

ANNE ARUNDEL COUNTY

FREDERICK H. OHM and CECILIA OHM, his wife

No. /354Z Equity

Mr. Clerk:

Please docket the within suit, file the mortgage and statement of mortgage claim and approve bond.

Ridgely P. Melvin, Jr., Assignee 212 Duke of Gloucester Street Annapolis, Maryland Colonial 3-2658

#### IRFR 125 PAGE 178

No. 13,542 Equity

This Mortgage, Made this

28th day of

July

, 19 36

by and between FREDERICK H. OHM and CECILIA OHM

, his wife.

part lesof the first part, hereinafter called Mortgagors, and THE ARUNDEL BUILDING AND LOAN ASSOCIATION, INC., a corporation of the State of Maryland, party of the second part, hereinafter called Mortgagee:

WHEREAS, the said Frederick H. Ohm being a member and stockholder of The Arundel Building and Loan Association, Inc., aforesaid to the extent of six

(6) shares of Class B stock and six (6) shares of Class C stock, and as such member participating and sharing in the profits of said Association, has received therefrom an advance of Six hundred

(\$ 600.00 ) Dollars on said shares;

WHEREAS, it was and is a condition precedent to said advance, as hereinbefore referred to, being made, that the repayment thereof with premium, interest and fines as hereinafter mentioned, and the performance of all the conditions and covenants herein contained, should be secured by a good and effectual mortgage on the property hereinafter described, wherefore this mortgage is executed under, and is to be construed by, the Laws of Maryland.

WHEREAS, the said Mortgagors have this day completed the purchase of the hereinafter described property from Warren Smadbeck and Devereaux Smadbeck, his wife, as will further appear by deeds dated the 22"day of July, 1936, from the said Warren Smadbeck and wife to the said Mortgagors and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, and the hereinbefore mentioned sum of Six hundred (\$600.00) Dollars secured by this mortgage, is in part the purchase money of the property purchased.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of Five (\$5.00) Dollars the said Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all those four lots of ground situate in the development known as Woodland Beach in the First Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Lots number eight hundred twenty-six (826), eight hundred twenty-seven (827), eight hundred nine (809) and eight hundred ten (810), as designated and delineated on a plat of Woodland Beach, which said Plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. #3 folio 20.

1959 NOV 27 Fil 3: (11

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BEING the same property which was conveyed to Frederick H. Ohm by Warren Smadbeck and wife by two deeds dated the 22nd day of July, 1936, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances, and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto and to the proper use and benefit of the said Mortgagee, its successors and assigns in fee simple forever.

PROVIDED, That if the said Mortgagors shall make all the payments and perform all the covenants herein on their part to be made and performed, then this mortgage shall be void.

AND the said Mortgagor s, for themselves executors, administrators and assigns, hereby covenant with the said Mortgagee, its successors and assigns, to pay and perform as follows, that is to say: To pay to the said Mortgagee or its successors and assigns, at its principal office in the City of Annapolis, Maryland, as dues, the sum of fifty cents per share on each and every share of Class B stock so loaned upon, monthly, on or before the 1st of each and every month; and, as a premium, the sum of (\$ 20.85 ) per share payable in monthly installments of (\$ fifteen cents ) per share, until paid, on or before the 1st of each and every month; and interest on said advance at the rate of fifty cents per share for each and every share of said Class B stock, monthly, on or before the said 1st of each month; to pay all such fines as may by the said Mortgagee in conformity with its Charter and By-Laws be imposed upon them for any default made in the payment of said monthly dues, premium installments and/or interest; to pay all taxes for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Charter and By-Laws of said Mortgagee now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said loan, premium

herein agreed upon, interest, fines, and all amounts paid by said Mortgagee for insurance and taxes shall by the payments made by the said Mortgagor s, and dividends allowed by the said Mortgagee be paid in full, according to an account to be stated by the Secretary of said Mortgagee, in accordance with the terms of the mortgage, and the Charter and By-Laws of said Mortgagee.

heirs or assigns, shall make default and fail to pay the BUT in case the said Mortgagor s, their dues, premium installments, interest and fines, or either or any of them, for the space of four months, or shall be in arrears to an amount equal to the sum of dues, interest and premium installments for four months, or shall fail to perform any one or more of the covenants herein contained, then the entire mortgage debt shall be deemed due and demandable. and it shall be lawful for the said Mortgagee, its successors and assigns, or William J. McWilliams, their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest, premium, fines and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: Upon giving twenty days' notice of the time. place, manner and terms of sale in some newspaper printed in Anne Arunde County and such other notice as by the said Mortgagee, its successors and assigns, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to all monies owing hereunder, whether the same shall have then matured or not according to an account to be stated by the Secretary of the said Mortgagee, and the balance, if any there be, shall be paid to the said Mortgagor 8, heirs and assigns, or to whoever may be entitled thereto.

AND the said Mortgagor s, for themselves their heirs and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said "ad" or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage including the fee aforesaid and a commission on the total of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for Anne

Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves , their, heirs and assigns, do hereby covenant to pay and the said Mortgagee, its successors and assigns, or William J. McWilliams, their said attorney, shall not be required to receive the principal, interest. premium and fines only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, fee. costs and commissions, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, premium, fines, costs, expenses, fees and commissions.

AND the said Mortgagor s, for themselves , their heirs and assigns, do further covenant to insure, and pending the existence of this mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Six hundred

(\$ 600.00 ) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hand 8 and seals of the said Mortgagos

WITNESS:

Treferet 1 muss

COUNTY OF ANNE ARUNDEL:

I HEREBY CERTIFY, That on this 28th day of July 19, **36** , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared FREDERICK H. OHM and CECILIA OHM , his wife, the within named Mortgagor s, and acknowledged the foregoing Mortgage to be their act. At the same time also personally appeared WM. H. M. SMITH . . Secretary of The Arundel Building and Loan Association, Inc., the within named Mortgagee, and made oath in due form of law that the consideration in the foregoing Mortgage is true and bona fide as therein set forth and that he is the agent of the said Mortgagee and duly authorized to make this affidavit.

AS, WITNESS my hand and seal notarial this

commission expires

May 3,11936

28th day of

Julia W.

July

. 19 36 .

Notary Public.

THE ARUNDEL BUILDING AND LOAN ASSOCIATION, INC. hereby assigns the within mortgage to Ridgely P. Melvin, Jr., Attorney, for the purpose of foreclosure, as witnessed by the signature of its President, duly attested by its Secretary under the corporate seal of the association, this 26 1959.

THE ARUNDEL BUILDING AND LOAN ASSOCIATION, INC.

HE ARUNDEL BUILDING

ç

IN THE CIRCUIT COURT

\*

FOR

MORTGAGED REAL ESTATE OF

\*

ANNE ARUNDEL COUNTY

FREDERICK H. OHM and
CECILIA OHM, his wife

\*

No. /3 542 Equity

STATEMENT OF CLAIM

Principal Amount of Mo Amount paid on Principal Amount due on Principal	pal	\$300.00 295.84 \$ 4.16
Fines in arrears (The and Premium in arrears " Interest in arrears "	3.15 4.50 15.00	
	(Arundel Building and Loan Ass'n, Inc.)	1 35.5 <sup>4</sup>
1953 and Advertising 1954 1955 and Advertising 1956 1957 and Advertising 1958 " " 1959 " "	- Tax Sale	16.80 6.42 21.52 11.81 23.60 28.14 26.66
	Total balance due	\$197.30

STATE OF MARYLAND ) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that on this 27th day of Normales, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, Ridgely P. Melvin, Jr., Assignee, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim filed in the above case now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

1959 NOV 27 MI 3: (1)

Melissa L. Culler Notary Public

6

AFFIDAVIT OF NON-MILITARY SERVICE

13,542 Equity 125 PAGE 183

ANNE ARUNDEL COUNTY, ) STATE OF MARYLAND,

I hereby certify that, on this

day of

19 59, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Ridgely P. Melvin, Jr., Assignee,

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants (Here, state facts showing that the defendant is not in the military service of the United States of America.) are husband and wife, age approximately forty-five to fifty years, and received mail at Edgewater Post Office approximately one month ago and to the best of his knowledge and belief neither of the defendants is in the military service of the United States of America.

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this 27 th

day of

November, 1959.

milies L. Culler

My Commission will expire on: May 1, 1961

Filed,

1959 NOV 27 1:1 3: (1

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3 LIBER

10 PAGE 139 E

125 PAGE 1

No. 13,542 Equity KNOW ALL MEN BY THESE PRESENTS: That we, Ridgely P. Melvin, Jr., Assignee ..... as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand (\$1,000.00) ......Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents. Sealed with our seals and dated this 27th day of November in the year of our Lord 1959 Whereas, the above bounden Ridgely P. Melvin, Jr., Assignee \_\_\_\_\_\_ by virtue of the power contained in a mortgage from Frederick H. Ohm and Cecilia Ohm, his wife to The Arundel Building and Loan Association, Inc. bearing date the 28th day of July, 1936 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber F.A.M. No. 152 Folio 260 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Ridgely P. Melvin, Jr., Assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law. In Testimony Whereof, the above bounden Ridgely P. Melvin, Jr., Assignee has hereto set...his......hand...... and seal...... and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written. Signed, sealed and delivered in the presence of: Melusa L. Cullen Witness: FIDELITY AND DEPOSIT COMPANY OF MARY 1959 NOV 27 P.1 3. (1

# ATTORNEY'S SALE

OF VALUABLE

# Fee Simple Property

#### TTERREPRESENTATION

By virtue of the power of sale contained in a mortgage from Frederick H. Ohm and Cecilia Ohm, his wife, dated July 28, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 260, default having occurred thereunder, the undersigned attorney will sell at public auction at the Court House door in the City of Annapolis, Anne Arundel County, Maryland, on

# Tuesday, April 5, 1960

AT 11:30 A.M.

all those fee simple lots of ground situate in the First Election District of Anne Arundel County, Maryland, and described as Lots Nos. 826, 827, 809 and 810, as designated on a plat of Woodland Beach, which said plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3, folio 20. Subject to the covenants and restrictions of record.

TERMS OF SALE: A deposit of 10% will be required of the purchaser on the day of sale, and the balance to be paid in cash on ratification of sale, with interest at 6% from date of sale to date of settlement. Taxes and other public charges will be adjusted to date of sale.

Ridgely P. Melvin, Jr., Assignee 212 Duke of Gloucester St. Annapolis, Maryland

FILED

1960 APR -5 PM 3:40

	I	her	eby o	erti	fу	that	I have	this	5th	day	of A	pri.	1, 19	960,	sold
the	with	un d	lescri	.bed	pro	perty	to <u>#20</u>	-y C	. Kei	TORY.	Jr			اُ و	at and
for	the	sum	of _	15	30			', be	eing	at't	hat	fig	ure :	the 1	highest
bidd made		here	for;	and	Ιh	ereby	further	cer	tify	tha	t sa	id	sale	was	fairly

George W. Scible, Auctioneer

I, Kenney C. Kenney Jr., hereby certify that I have this 5th day of April, 1960, purchased the within described property from Ridgely P. Melvin, Jr., Assignee, at and for the sum of 1350 and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Harry C Kenney L.
Purchaser

Second 10% depost in Cent of 1350 the 5th day of Ceful, 1968 from Harry C Kenney, & Theyey & Wheelist assigned

> FILED 1960 APR-5 PM 3:40

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF FREDERICK H. OHM and CECILIA OHM, his wife

IN THE CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 13, 542 Equity

#### REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Ridgely P. Melvin, Jr., Assignee, for the purposes of foreclosure of the mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in the mortgage from Frederick H. Ohm and Cecilia Ohm, his wife, dated July 28, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 260, the said Ridgely P. Melvin, Jr., as the Assignee for the purposes of foreclosure of said mortgage and sale of the property therein, there being default under said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, April 5, 1960 at 11:30 A.M. at the Court House door in the City of Annapolis, Maryland, offer the said property described for sale by public auction; and the said Ridgely P. Melvin, Jr., Assignee as aforesaid, then and there sold the said property to Harry C. Kenney, Jr., at and for the sum of \$1,350.00, he being at that figure the highest bidder therefor; the said property being the following:

ALL those lots of ground situate in the development known as Woodland Beach, First Election District, Anne Arundel County, Maryland, and being known and described as Lots Nos. 826, 827, 809 and 810, as shown on a plat of Woodland Beach, which said plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3, folio 20.

FILED

1960 APR -5 PM 3: 40

2. And the said Assignee further reports that he has received from the purchaser the deposit of \$135.00, required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other terms, the same being as follows:

"TERMS OF SALE: A deposit of 10% will be required of the purchaser on the day of sale, and the balance to be paid in cash on ratification of sale, with interest at 6% from date of sale to date of settlement. Taxes and other public charges will be adjusted to date of sale."

Respectfully submitted,

Ridgely/P./Melvin, Jr., Assignee

STATE OF MARYLAND ) ss COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 5 day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared RIDGELY P. MELVIN, JR., Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

Milisa L. Cullen Notary Public

# ORDER NISI

LIBER 125 PAGE 189

In The Matter of The Mortgaged Real	LIBER ICO PAGE TOS
Estate of Frederick H. Ohm and	IN THE
Cecilia Ohm, his wife	CIRCUIT COURT
	FOR
·	ANNE ARUNDEL COUNTY
	No. 13,542 Equity
5th	
Property in these proceedings	April 60, That the sale of the mentioned
	, Jr., Assignee
BE RATIFIED AND CONFIRMED, unless cause to th	e contrary thereof be shown on or before the9th
lay of next; P	ro vided, a copy of this Order be inserted in some newspape
published in Anne Arundel County, once in each of thre	ee successive weeks before the9th
The report states that the amount of sale was \$	1,350.00
LI CONTRACTOR OF THE CONTRACTO	1,350.00 (-ox-1, [ (2.0):2011 E/ Clerk
True Copy,	Cleri
	$\mathcal{J}$
LED 60 APR 5 PM 3:40 TEST:	Clerk.
	——————————————————————————————————————
Final Order) In The Matter of The Mortgaged Real	
Estate of Frederick H. Ohm and	IN THE
Cecilia Ohm, his wife	CID CITE COLLD
versus	CIRCUIT COURT
	FOR
<del></del>	ANNE ARUNDEL COUNTY
	Term, 19
ORDERED BY THE COURT, This	day of, 196
that the sale made and reported by the Assignee	aforesaid, be and the same is hereby finally Ratified an
Confirmed no cause to the contrary having been shown	n, although due notice appears to have been given as r
uired by the Order Nisi, passed in said cause; and t	he Assignee allowed the usual commissions and suc
proper expenses as he shall produce vouchers for the A	uditor.
	m . / 1
-5	U. mu Ouchelly
FILEU	JUDGE.
22 PM 3:07	

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

LIBER

	No. 13,542 Equity
KNOW ALL MEN BY THESE PRESENTS:	
That we, Ridgely P. Melvin, Jr., Assignee	
and the Fidelity and Deposit Company of Maryland, a body corporate, duly	
of the State of Maryland, as Surety, are held and firmly bound unto the State	of Maryland in the full and
ust sum of Four Hundred	
o be paid to the said State or its certain Attorney, to which payment well and truind ourselves and each of war and truind ourselves.	ıly to be made, and done, we
oind ourselves and each of us, our and each of our Heirs, Executors, Administrointly and severally, firmly by these presents.	rators, Successors or Assigns
Sealed with our seals and dated this 5th day of	April
the year of our Lord1960	
Whereas, the above bounden Ridgely P. Melvin, Jr., Assigned	
y virtue of the power contained in a mortgage fromFrederick H. Ohm his wife	and Cecilia Ohm,
The Arundel Building and Loan Association Inc.	
earing date the 28th day of July, 1936	and recorded
mong the mortgage records of Anne Arundel County	and recorded
Liber F.A.M. No 152 Folio 260 and	
Taken K to selk the land and premises described in said mortgage, default having if the money as specified, and in the conditions and covenants therein contained, riginally filed herein is insufficient.  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, The Ridgely P. Melvin, Jr., Assignee	, and whereas the bond at if the above bounden
and shall well and truly and faithfully perform the trust reposed in him	
ider the mortgage aforesaid, and shall abide by and fulfill any order or decree w	which shall be made by any
ourt of Equity in relation to the sale of said mortgaged property, or the proceed ligation to be void, otherwise to be and remain in full force and virtue in law.	eds thereof then the above
In Testimony Whereof, the above bounden. Ridgely P. Melvin, Jr.	, Assignee
s hereto set. his hand and seal and the said body corporate has only signed by its Attorney-in-Fact, the day and year first herein above written	caused these presents to be
aned, sealed and delivered in the presence of:	7/10
Melissa L. Cullen Regal	Well- r. (SEAL)
·	NINSEAT Y
tness: FIDELITY AND DEPOSIT COMPANY O	E MADVE STEEL STATES
Miles of Olley	NAKY SANDE
As to Surety F.D	Allorney pringer
Engee's or Attorney's Bond	wed this both they of

# torney's

#### OF VALUABLE FEE SIMPLE PROPERTY

By virtue of the power of sale contained in a mortgage from Frederick H. Ohm and Cecilia Olim, his wife dated July 28, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 260, default having occurred thereunder, the undersigned attorney will sell at public suction at the Court House door in the City of Annapolis, Anne Arundel County, Maryland, on

#### Tuesday, April 5, 1960 at 11:30 A. M.

all those fee simple lots of ground situate in the First Election District of Anne Arundel County, Maryland, and described as Lots Nos. 826, 827, 809 and 810, as designated on a plat of Woodland Beach, which said plat is recorded among the Plat Records of Anne. Arundel County in Liber F.S.R. No. 3. follo 20. Subject to the covenants and restrictions of record.

the covenants and restrictions of record.

TERMS OF SALE: A deposit of 10 per cent will be required of the purchaser on the day of sale, and the balance to be paid in cash on ratification of sale, with interest at 8 per cent from date of sale to date of settlement. Taxes and other public charges will be adjusted to date of sale.

Ridgely P. Melvin, Jr., Assigned 212 Duke of Gloucester St.

Annapolis, Maryland
George Scible, Auctioneer

OFFICE OF

## Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis. Md., -aprile\_6\_\_\_\_. 19\_60 We hereby certify, that the annexed \_ attorney's Sale Frederick 34 Ohm

was published in

# Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for $-\frac{2l}{7}$
successive weeks before the Sth
insertion being made the // the day of
insertion being made the II the day of
March , 1960.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 140-22---1960 APR -7 AM 11: 26 y - 12-/2

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,542 Equity .

In The Matter Of The Mortgaged Real Estate Of Frederick H. Ohm And Ceelila Ohm, His Wife Ohni And Cecilia Ohm, His Wife Ordered, this 5th day of April. 1960. That the sale of the Property in these proceedings mentioned made and reported by Ridgley P. Melvin, Jr., Assignce BE RATI. FIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of May next.

The report states that the

The report states that the amount of sale was \$1.350.00.
GEORGE T. CROMWELL, Clerk TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk

### CERTIFICATE OF PUBLICATION

Annapolis. Md., May 6 ......, 1960 We hereby certify, that the annexed \_\_

was published in

# Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 9th
day of May, 1960. The first
insertion being made the 7th day of
april

THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 14430 1960 MAY -6 PM 3:07

A-28

In the Case of	
In the Matter of the Mortgage	In the
Real Estate	
o <u>f</u>	Circuit Court
<b>VS</b>	· · · · · · · · · · · · · · · · · · ·
Frederick H. Ohm	For
and	
Cecilia Ohm, his wife	Anne Arundei County
·	No. 13,542 Equity
o the Honorable, the Judges of said Court:	
The Auditor reports to the Court that she has examine hemshe has stated the within account.	d the proceedings in the above entitled cause, and from
icingue has stated the within account.	:
	-
······	
	· · · · · · · · · · · · · · · · · · ·
All of which is respectfully submitted.	9
July 18, 1960	Camp Win.
	- while the selling

Dr.

THER 125 PAGE 194 in ac. In the Matter of the Mortgaged Real Estate of Frederick H. Ohm and Cecilia Ohm, his wife To Assignee for Fee, viz: 50 00 To Assignee for Commissions, viz: 71 |61 121 61 To Assignee for Court costs, viz: 10 00 28 00 1 25 13 50 13 50 Plaintiff's Solicitor's appearance fee Clerk of Court - Court costs Clerk of Court - additional costs Auditor - stating first account Auditor - stating second account 66 25 To Assignee for Expenses, viz: Capital-Gazette Press - advertising sale 42 00 Capital-Gazette Press - order nisi (sale) Capital-Gazette Press - order nisi (acct) Speer Publications, Inc. - handbills Fidelity & Deposit Co. of Md.-bond premiums George W. Scible - auctioneer's fee 96 100 Clerk of Court - recording assignment
One-half Federal documentary stamps
One-half State documentary stamps
Melissa L. Cullen - notary fees 100 83 1 65 50 128 94 To Assignee for Taxes, viz: 1960 State and County taxes (\$24.98) 6 86 adjusted - 3 months 5 days 186 To The Arundel Building and Loan Ass'n, Inc., mortgagee - in full for mortgage claim, viz: Amount of claim filed 11/27/59 Interest thereon from 10/26/59 to 197 30 8/19/60 - 9 months 24 days 8 67 205 97 To BenjaminF. Popham and Hallie May Popham, his wife, judgment creditors - in full for claim filed in #836 Law (Order 7/12/60), viz:

Debt \$379.02 \$379.02 Interest from 11/22/47-8/22/60) 289.95 Court costs 27.00 37.90 Attorney's fee Fi. Fa. Sheriff's costs 740 77 **740** To Frederick H. Ohm and Cecilia Ohm, his wife, mortgagors - this balance 89 92 89 92 1,360 | 32

Ridgely P. Melvin, Assignee

Cr.

		Ridgely P. Melvin, Assignee		
1960				
Apr.	5	Proceeds of Sale	1,350 00	
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		\$1,215.00 to 5/26/60	10 32	1,360 32
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# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,543 Equity
In the Matter of the Mortgaged Real Estate of FREDERICK H. OHM and CECILLA OHM, his wife
Ordered, this 18th day of July, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary there of be shown on or before the 22nd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of August next.
GEORGE T. CROMWELL, Clerk True Copy, TEST:
GEORGE T. CROMWELL, Clerk

CERTIFICATE	<b>OF</b>	PUBL	<b>ICATION</b>
-------------	-----------	------	----------------

Annapolis. Md., _ Gangant 9, 1960
We hereby certify, that the abnexed
Order Misu Eg 13,543.
andston account.
Eredirick Dt. Ohns.

was published in

# Evening Capital

0 1
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3
successive weeks before the _22na
day of august, 1960. The first
insertion being made the alst day of
1960.
THE GAMTAL GAZETTE PRESS, INC.
1960 AUG BO PEN A OS lilghmen.

No. M. G. ----

.21

# USER 125 PAGE 198

IN THE MATTER OF THE

\*

IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF

\*

FOR

STERLING L. GATTON AND

\*

ANNE ARUNDEL COUNTY

EUNICE C. GATTON, his wife

\*

NO. 13 727

TOUTT

\*\*\*\*\*\*\*\*\*\*

ORDER TO DOCKET SUIT

· \*\*\*\*\*\*\*\*\*

Mr. Clerk:

Please file the original mortgage in this foreclosure

suit.

John Demyan, Jr Attorney named in the Mortgag

1

FILED 1950 MAR 29 PM 4:00

Equity no. 13, 72 7

This Mortgage, Made this What day of June, 1953,

by and between Sterling L. Gatton and Eunice C. Gatton, his wife

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORT-GAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES PLAN ☐ A ☐ B ☐ C ☐ GI as herein indicated, and being the holder of -58shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$ 5,800.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all that lot of ground, situate, lying and being in Clen Burnie, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

HEGINNING for the same on the Southwest side of Virginia Avenue (formerly known as Fifth Avenue North), at a point distant 435 feet from Light Street Road, which point of beginning is at the corner formed by the intersection of the Southwest side of Virginia Avenue (formerly known as Fifth Avenue North) and the Northwesterly side of a 20 foot roadnow known as Browning Court, and running thence Northwesterly along the Southwesterly side of Virginia Avenue (formerly known as Fifth Avenue North) 100 feet to the Southeasterly side of a 12 foot alley there situate, thence Southwesterly binding on the said side of said alley with the use thereof in common with others 101 feet, thence Southeasterly parallel with Virginia Avenue (formerly known as Fifth Avenue North) 100 feet to the Northwesterly side of a 20 foot road known as Browning Court, thence Northwesterly binding on said side of said road 101 feet to the place of beginning. The improvements thereof being known as No. 11 Virginia Avenue (formerly 111 Virginia Avenue); and being known as Lot No. 7 as shown on the plat of the Poffenbarger property duly recorded among the Land Records of Anne Arundel County.





### LIBER 765 PAGE 484

BEING the same property which the said Mortgagors acquired from George H. Bowers and Mary J. Bowers, his wife, by deed dated April 28, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 468, folio 296.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of \$ 29.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of \$ 29.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the fore-closure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least \$ 5,800.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

| Sterling & Gatton (SEAL)
| Sterling L. Gatton (SEAL)
| Fred. W. Kuethe | Eunice C. Gatton (SEAL)
| Eunice C. Gatton (SEAL)

*.* 

## LIBER 125 PAGE 202 16ER 765 PAGE 486

	DEE COUNTY, TO	W 11.		
I HEREBY CERTIFY, That on this	· Vote day	of June	, 19 <b>53</b> , bei	ore me, the
•				
subscriber, a Notary Public of the State of	Maryland, in and for	Anne Arundel Cou	nty, personally app	eared
Sterling L. Gatton and Eunice and acknowledged the foregoing mortgage	to be their act. And	at the same time a	so personally appe	ared
Joseph D. Groh		the Presi	dent of THE GLE	N BURNIE
SAVINGS AND LOAN ASSOCIATION o	of Anne Arundel Coun	ity, Maryland, Mor	gagee, and made	oath in due
form of law, that the consideration named	in the aforegoing mor	tgage is true and	bona fide as there	in set forth.
NESS my hand and Notarial	Seal.	. /	1/ ^	•
MOTARE	- The	d:\\\.//	with	2
CUBLIC S	Fred.	W. Kuethe	Notary	Public.
Recorded-	lst July, 19	53. at 9 A.]	1.	

Mortgage

FROM
STERLING L. CATTON, and
EUNICE C. CATTON, his wife

TO THE
GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION

Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 30 45

Secoport of Strains of the Strains o

JOHN DEMYAN, JR.

LAW OFFICE

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the	President of the	said body corporate	, and the corporate seal
thereof, attested by its secretary, this	day, of	, 19 .	
ATTEST:	THE GLEN E OF ANNE	BURNIE SAVINGS & ARUNDEL COUNT	LOAN ASSOCIATION TY, A BODY CORPORATE,

By . . . . . President.

Secretary.

## LEER 125 PAGE 203

IN THE MATTER OF THE IN THE CIRCUIT COURT MORTGAGED REAL ESTATE OF FOR STERLING L. GATTON AND ANNE ARUNDEL COUNTY EUNICE C. GATTON, his wife NO. /3.727 \*\*\*\*\*\*\*\*\*\* STATEMENT OF CLAIM \*\*\*\*\*\*\*\*\*\* Advanced to Mortgage Loan 5,800.00 Interest from the 31st day of August, 1959, to the 30th day of April, 1960. \$ 200.00 Late fines from the 31 st day of January, 1960 to the 30th day of April, 1960 <u>30.00</u> 230.00 6,030.00 Dues paid to date 813.56 Total amount due under Mortgage

> GLEN BURNIE SAVINGS AND LOAN ASSO\_ CIATION OF ANNE ARUNDEL COUNTY, a

5,216.44

Kuethe,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2919 day of MARCH 1960, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary, of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the afore going Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Notar AMELIA H. TUBMAN

FILED

1950 MAR 29 PM 4:00

LEER 125 PAGE 204 IN THE CIRCUIT COURT

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF

FOR

STERLING L. GATTON AND

ANNE ARUNDEL COUNTY

EUNICE C. GATTON, his wife

NO. 13

\*\*\*\*\*\*\*

#### REPORT OF SALE

\*\*\*\*\*\*\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Sterling L. Gatton and Eunice C. Gatton, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated June 26, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 765, folio 483; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a Newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, Glen Burnie, Maryland, Wednesday, April 27, 1960, at 11 o'clock; A.M., and then and there sold the said property to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate of the State of Maryland-----

therefor, said property being the following: All that lot of ground situate, lying and being in Glen

) Dollars, being at that figure the highest bidder

FILED 1960 APR 27 PM 12: 06

at and for the sum of FIFTY EIGHT HUNDRED - - - - - - -

(\$ 5,800.00

Burnie, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same on the Southwest side of Virginia Avenue (formerly known as Fifth Avenue North), at a point distant 435 feet from Light Street Road, which point of beginning is at the corner formed by the intersection of the Southwest side of Virginia Avenue (formerly kn wn as Fifth Avenue North) and the Northwesterly side of a 20 foot road now known as Browning Court, and running thence Northwesterly along the Southwesterly side of Virginia Avenue (formerly known as Fifth Avenue North) 100 feet to the Southeasterly side of a 12 foot alley there situate, thence Southwesterly binding on the said side of said alley with the use thereof in common with others 101 feet, thence Southeasterly parallel with Virginia Avenue (formerly known as Fifth Avenue North) 100 feet to the Northwesterly side of a 20 foot road known as Browning Court, thence Northwesterly binding on said side of said road 101 feet to the place of beginning. The improvements thereof being known as No. 11 Virginia Avenue (formerly lll Virginia Avenue); and being known as Lot No. 7 as shown on the Plat of the Poffenbarger property duly recorded among the Land Records of Anne Arundel County.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of \$750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to

be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

John Demyan, Jr. Attorney named in the Mortgag

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of Grand 1960; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Amelia ) Dubing

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 13,727

LIBER 10 PAGE 236

Bond of Attorney

To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.

16 Crain Highway, S. W., Glen Burnie, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand Five Hundred and 00/100 - - - - - - - Dollars (\$6,500.00 ), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of April , in the year of our Lord, nineteen hundred and Sixty

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Sterling L. Gatton & Eunice C. Gatton to Glen Burnie
Savings and Loan Association bearing date the 26th day of June ,19 53 and recorded among the Land Records of Anne Arundel County in Liber JHH
No. 765 Folio 483

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr.

do and shall well and truly and faithfully perform the trust reposed in him under the mort-gage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above-obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

1 10:1

John Demyan, Jr.

₩2EAL)

..(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Howard J McNamara
Attorne Din fact.

1960 APR 26 PM 3: 24

Witness as to sureth and in the Cond field and applications of the Condition of the Conditi

**ORDER NISI** LIBER 125 PAGE 208 IN THE MATTER OF THE MORTGAGED REAL ESTATE OF STERLING L. GATTON CIRCUIT COURT **WENT SHIRT** AND EUNICE C. GATTON, his wife ANNE ARUNDEL COUNTY No. 13,727 Equity 27th \_\_\_\_\_, 1960 , That the sale of the Ordered, this April day of \_\_\_\_\_ Property in these proceedings mentioned, made and reported by \_\_\_\_ John Demyan, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the \_ \_\_\_\_\_ next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the \_\_\_\_\_ day of \_\_\_\_June\_ The report states that the amount of sale was \$... FILED 1960 APR 27 PM 12:06 Clerk. True Copy. TEST: Clerk. (Final Order) IN THE MATTER OF THE MORTGAGED REAL ESTATE OF STERLING L. GATTON CIRCUIT MANAGER AND EUNICE C. GATTON, his wife ANNE ARUNDEL COUNTY \_\_Term. 19

FILED

1960 JUN 10 AM 9:59

10

JORN DEMYAN, JR. Attorney At Law 16 Crain Highway, S.V Gien Burnie, Marylan

#### Mortgage Sale OF VALUABLE FEE SIMPLE PROPERTY

SIMPLE PROPERTY

Lot No. 7 as shown on the plat of the Poffenbarger property duly recorded among the Land Records of Anne Arundel

County

Property located in Glen Burrde, Fifth Election District of Anne Arundel County, Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Sterling L. Gatton and Eunice C. Gatton, his wife, dated June 26, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 765, folio 483 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on.

#### Wednesday, APRIL 27, 1960 at 11 o'clock A.M.

APRIL 27, 1960

at 11 o'clock A.M.

All that lot of ground, situate, lying and being in Glen Burnie, Fifth Election District of Anne Arundel County, State of Maryland: and described as follows:

BEGINNING for the same on the Southwest side of Virginia Avenue (formerly known as Fifth Avenue North), at a point distant 435 feet from Light Street Road, which point of beginning is at the corner formed by the intersection of the Southwest side of Virginia Avenue (formerly known as Fifth Avenue North) and the Northwesterly side of a 20-foot road no we known as Browning Court, and running the Southwesterly side of virginia Avenue (formerly known as Fifth Avenue North) 100 feet to the Southeasterly side of a 12-foot alley there situate, thence Southwesterly binding on the sald side of sald alley with the use thereof in common with others 101 feet, thence Southeasterly parallel with Virginia Avenue (formerly known as Fifth Avenue North) 100 feet to the Northwesterly side of a 20-foot road known as Browning Court, thence Northwesterly binding on said side of said road 101 feet to the place of beginning. The improvements thereof being known as No. 11 Virginia Avenue (formerly 111 Virginia Avenue (formerly 111 Virginia Avenue); and being known as Lot No. 7, as shown on the plat of the Poffenbarger property duly, recorded among the Land Records of Anne Arundel County.

BEING the same property which the said Mortgagors acquired from Arundel County.

BEING the same property which

BEING the same property which the said Mortgagors acquired from George H. Bowers and Mary J. Bowers, his wife, by deed dated April 28, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 468, folio 296.

IMPROVEMENTS: Frame cot-

IMPROVEMENTS: Frame contage.

TERMS OF SALE: A cash deposit of \$750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR., Attorney named in Mortgage

George Scible, Auctioneer A-21

LIBER 125 PAGE 209

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIBING

#### CERTIFICATE OF PUBLICATION

Annapolis, Md., Marg 3
We hereby certify, that the annexed
mastange Sale
Steeling L. Gattan
13.727

was published in

## Maruland Gazetto

OFFIC. OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIBING

#### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,727 Equity
IN THE MATTER OF THE MORT-GAGED R E A L ESTATE OF STERLING L. GATTON AND EUNICE C. GATTON, his wife

STERLING L. GATTON AND EUNICE C. GATTON, his wife Ordered, this 27th day of April, 1960. That 'the sale of the Property in these proceedings mentioned, made and reported by John D e m y a n, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of June next.

The report states that the amount of sale was \$5,800.00.

GEORGE T. CROMWELL, Clerk TRUE COPY. TEST:
GEORGE T. CROMWELL, Clerk M-25

Annapolis. Md., 27 ag 31
We bereby certify, that the annexed
Order Misi Sale
- Order Misi Sale
Sterling L. Gatton
was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the _6_th
day of, 1960. The first insertion being made the 5th day of
insertion being made the 5th day of
may
THE CAPITAL-GAZETTE PRESS, INC.

FILEDFILED No. M960 / HAP-918 PH-2: 01 By X. 1/1

15

OF THE	*	IN THE CIRCUIT COURT
IN THE MATTER OF THE  MORTGAGED REAL ESTATE OF  STERLING L. GATTON and	* *	FOR ANNE ARUNDEL COUNTY EQUITY NO. 13727
EUNICE G <sup>ys</sup> GATTON, his wife	* * * * *	
Wilita	* -v Affidavit	

#### Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Fred. W. Kuethe.

Secretary of Glen Burnie Savings and Loan Association of Anne and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (hem) knowledge, information and belief

- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service,

Fred.W.Kuethe

Affiant

Subscribed and sworn to before me 19 60

tary Public

JUN:-9 PM 1:59

IntheMatteroftheMortgaged	l In th				
Real Estate	1				
of		Court			
<b>≵</b> \$.					
Sterling L. Gatton	For	For			
and					
Eunice C. Gatton, his wife	Anne Arunde No. 13,727	el County Equity			
To the Honorable, the Judges of said Court:		~4			
The Auditor reports to the Court that She has examined the them She has stated the within account.	 proceedings in the above entitled	cause, and from			
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All of which is respectfully submitted.		,			
	X >20;	1.			
July 22, 1960	aura / Fresh	Audil			
		Addigot.			

FILED 1960 JUL 26 PM 12: 07 Dr. In the Matter of the Mortgaged Real Estate of Sterling L. Gatton and Eunice G. Gatton his wife

and Funice G. Gatton his wife	[ Sterlin	g L.	Gatton	·: ·
and Eunice G. Gatton, his wife	<b>1</b>	l <sup>1</sup>	<b>.</b> .: .	,
			• ;	
To Attorney for Fee, viz:	50	00	` 	
To Attorney for Commissions, viz:	204	00	254	00.
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		!
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
				-
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sal	87	52		
Capital-Gazette Press - order nisi (sal	<b>a</b> ) 15	00		
Capital-Gazette Press - order nisi (acc	1	00		
U.S. Fidelity & Guaranty Cobond premi	1	00		
George W. Scible - auctioneer's fee		00		
One-half Federal documentary stamps		30	•	
One-half State documentary stamps		60		
Amelia H. Tubman - notary fees		50	176	92
To Attorney for Taxes, viz:				
1960 State and County taxes (\$114.29) - 3 months 27 days	37.	20	37	20
, monons 27 days	<del> </del>	20	1	20
To Glen Burnie Savings and Loan Ass'n				
of Anne Arundel County, mortgagee - this balance on account mortgage claim	5,280	2 8	5,280	2 8
parance on account moregage craim	7,200	<u> </u>	5.800	
•	<del> </del>	===	7,800	
Amount of montgage elaim filed	5 236			
Amount of mortgage claim filed Interest from 4/30/60 to 7/18/60 -	5,216	1		
79 days @ 6%	5,285			
Cr. Amount allowed above	5,280			·
			1	
Balance subject to decree in personam	4	74		٠.
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Cr.

1960			1	
Apr.	27	Proceeds of Sale	5,800 00	5,800 00
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				5,800 00
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			- "	

ORDER NISI LIBER 12	In the
In the Matter of the Mortgaged Real Estate of	CIRCUIT COURT
XXBRSUSX	<b>For</b>
Sterling L. Gatton and	ANNE ARUNDEL COUNTY
Eunice C. Gatton, his wife	No. 13 , 727 Equity.
Report and Account of the Auditor, filed this day in the	above entitled cause, 1960., That the
BE RATIFIED AND CONFIRMED, unless cause to the day of	vided a copy of this Order be inserted in some newspaper  three successive weeks before the
I960 AUG 31 PM 12:32	Lenjamin Michaelson Judge

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Nn. 13,727 Equity In the Matter of the Mortgaged Real Estate of

Real Estate of
STERLING L. GATTON and
EUNICE C. GATTON. his wife
Ordered, this 28th day of July.
1960. That the Report and Account
of the Auditor. filed this day in the
above entitled cause BE RATI.
FIED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 29th day
of August next: Provided, a copy
of this Order be inserted in some
newspaper published in Anne
Arundel County, once in each of
three successive weeks before the
29th day of August next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., Juguet 17 1960 We hereby certify, that the annexed \_\_

was published in

# Maruland Gazette

	Jugaca.
а	newspaper published in the City of Annapolis, Anne Arundel
(	County, Maryland, once a week for
s	uccessive weeks before the 29 MM
d	lay of, 1960. The first
i	nsertion being made the 28 TM day of
_	July, 1960.
	FILED TAL-GAZETTE PRESS. INC.
1960	AUG 17 PMB8: 31 Answ Pate

No. M. C./623/

21

JOHN O. DUMLER

ATTORNEY NAMED IN MORTGAGE

vs.

CECIL R. PECK and

SYLVIA M. PECK, HIS WIFE,

IN THE CIRCUIT COURT

FOR-

ANNE ARUNDEL COUNTY

IN EQUITY

MR. CLFRK:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler

Attorney named in Mortgage

FILED 1960 APR 26 AM 9:39 [DR.—CITY OR COUNTY]

CECIL R. PECK AND SYLVIA M. PECK, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

125 PAGE 218

Mortgage

THIS MORTGAGE, Made this Nineteen Hundred and Fifty-six

3rd day of April , in the year , by and between Cecil R. Peck and Sylvia M. Peck,

his wife,

of Anne Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and The Capital Building and Loan Association of Baltimore City, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Seventy-five Hundred Dollars (\$ 7500.00 ), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Seventy-five Hundred Dollars (\$ 7500.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum ( 6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Sixty-four (\$ 64.00 plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of May , 1956 , and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

This mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance. Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Third District of Anne Arundel County State of Maryland, and particularly described as follows:

HEING known and designated as Lots Nos. 25 and 26, Section 84, as shown on Plat of Green Haven, recorded among the Land Records of Anne Arundel County, Maryland, in Cabinet 2, Rod D-9, folio 346.

BEING the same lots of ground which, by deed dated March 2, 1953, and recorded among the Land Records aforesaid in Liber J.H.H. No. 741, folio 176, were granted and conveyed by Grace Christian, widow, to the herein named Mortgagors.







FILED

1960 APR 26 AM 9:39

**√** 

## LIBER 125 PAGE 219 LINER 1014 PAGE 68

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

To Have and to Hold the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

- 1. To repay the indebtedness, together with interest, as herein provided.
- 2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
- 3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
- 4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
- 5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- 6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
- 7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.
- 8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payme

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature (s) and seal (s) of the Mortgagor (s) on the day and year first above written.

WITNESS:	•	
	Cecil R. Peck	(SEAL)
Antoinette M. Granese	Sylvia M. Peck	(SEAL)
	· · · · · · · · · · · · · · · · · · ·	(SEAL)
		/G= · - \

4

. .........

STATE OF MARYLAND, BALTIMORE CITY

I HEREBY CERTIFY, That on this I HEREBY CERTIFY, That on this 3rd day of April me, the subscriber, a Notary Public of the State of Maryland, in and for the City , 1956 , before aforesaid, personally appeared Cecil R. Peck and Sylvia M. Peck, his wife, known to me to be

the above named Mortgagor (s), and they acknowledged the foregoing Mortgage to be

At the same time also personally appeared Carl F. Dockman , the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my seal the day and year aforesaid.

NOLYY BALTIMORE

Antoinette M. Granese

My commission expires May 6, 1957

Rec'd for record apr. 4 1956, at/1.30AM. Mailed to Kohler

RUILDING AND LOAN ASSOCIATION BALTIMORE CITY THE CAPITAL

 $\mathbf{I}$ 0

of Anne Arunde

**COHLERMAN AND DUMLER** 

Sec.

Description approved

Execution approved

JOHN O. DUMLER,

ATTORNEY NAMED IN MORTGAGE

VS.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

CECIL R. PECK and

IN EQUITY

SYLVIA M. PECK, HIS WIFE.

..... No. 13,762 Equity

#### MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Charles F. Loos, Vice President of Capital Savings and Loan Association, Inc. (formerly known as The Capital Building and Loan Association of Baltimore City) made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief,

- (1) said defendants are not in the military service of the United States,
- (2) said defendants are not in the military service of any nation allied with the United States,
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Charles F. Loos Affiant

SUBSCRIBED AND SWORN to before me, a Notary Public for the State of Maryland, City of Baltimore, this 26th day of April

FILE Commission expires May

1960 APR 28 AM 9:21

JOHN O. DUMLER

IN THE CIRCUIT COURT

ATTORNEY NAMED IN MORTGAGE

FOR

ANNE ARUNDEL COUNTY

CECIL R. PTCK and

SYLVIA M. PECK, HIS WIFE.

No. 13,762 Eguity

#### STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated April 3rd, 1956	\$ 7,500.00
Less amount paid thereon	57.58
Balance due on Mortgage	7,442.42
Interest to June 1st, 1960	37.21

Balance due as of June 1st, 1960

7,479.63

STATE OF MARYLAND, BALTIMORF CITY, to wit:

I HTREBY CERTIFY that on this 25th day of April, in the year one thousand nine hundred sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of the Capital Savings and Loan Association, Inc. (formerly known as The Capital Building and Loan Association of Baltimore City) and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

NO TARY

My Commission expires May 1st, 1961

FILED

1960 APR 26 AM 9:39

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

LIBER

10 PAGE 256

	No. 13,7620
KNOW ALL MEN BY THESE PRESENTS:	
That we, John O. Dumler, 1406 Fid	elity Building, Baltimore l. Maryla
	as Principal
of the State of Maryland, as Surety, are held and fi	IAND, a body corporate, duly incorporated under the laws irmly bound unto the State of Maryland, in the full and 00 (49,000,00)
•	Dóllars
	o which payment well and truly to be made, and done, we Heirs, Executors, Administrators, Successors or Assigns
Sealed with our seals and dated this	17th day of May
in the year of our Lord. 1960	
Whereas, the above bounden John 0, Dur	mler
by virtue of the power contained in a mortgage from	m Cecil R. Peck and Sylvia W.
Peck, his wife	
	a Association of Baltimore City
	day of April, 1955 and recorded
	e City
in Liber G.T.C. No. 1014 Foli	io 67 and John O. Dumler
THE CONDITION OF THE ABOVE OB John 0, Dumle	LIGATION IS SUCH, That if the above bounder
	······
	he trust reposed in him
	d fulfill any order or decree which shall be made by any gaged property, or the proceeds thereof then the above full force and virtue in law.
	John O. Dumler
····	<del>:</del>
has hereto set $nls$ hand and seal and duly signed by its Attorney-in-Fact, the day and y	the said body corporate has caused these presents to be rear first herein above written.
Signed, sealed and delivered in the presence of:	
····-	Jan Dunle Spal)
	John O. Dumler
Witness: FIDELITY AN	D DEPOSIT COMPANY OF MARYLAND
D. Anthony As to Surety  MD3228a-500, 10-57 147555  Mortgagee's or Attorney's Bond	inton A. Killam, Jr., Allorney of Falls
1960 MAY 19 AM 9:48	Bond approved this 19 day of Mary 196
	Seone T. Cromwell C

KOHLERMAN AND DUMLER, Solicitors 1406 Fidelity Building Baltimore 1, Maryland

#### Mortgage Sale

#### Of Desirable Fee Simple Residential Property

KNOWN AS LOTS 25-26, GREEN
HAVEN SECTION 84
THIRD DISTRICT OF
ANNE ARUNDEL COUNTY
Under and by virtue of the
power and authority contained in
a mortgage from Cecil R. Peck
and Sylvia M. Peok, his wife, to
Capital Savings and Loan Association, I n c.. (formerly The
Capital Building and Loan Association of Baltimore City, by
amendment to its Charter) dated
April 3rd, 1956, and recorded
among the Land Records of Anne
Arundel County in Liber 1014, follo
67, (default having occurred thereunder), the undersigned, the Attorney named in said mortgage,
will sell at Public Auction, on the
premises, on

#### Wed., May 25, 1960, At 2:00 P.M.

All that lot of ground situate and lying in the Third District of Anne Arundel County, State of Maryland, and described as fol-

BEING known and designated as Lots Nos. 25 and 26, Section 84, as shown of Plat of Green Haven, recorded among the Land Records of Anne Arundel County, Maryland, in Cabinet 2, and Rod D-9, follo 346. Said lots having a combined frontage of fitty feet on East Shore Road and being fifty feet more or less South of Eighth Street, and one hundred feet more or less North of Ninth Street and having a frontage of fifty feet and a depth of one hundred feet more or less shown on said plat.

The above property is in fee

The above property is in fee simple and is improved by a frame

simple and is improved by a frame dwelling.

TERMS OF SALE: A cash deposit of \$700.00 will be required of the purchaser at time and place of a le. Balance of purchase money, upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear intrest from date of sale to date of settlement at six per cent (6%) Intrest from date of sale to date of settlement at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney named in Mortgage ALEX COOPER, Auctioneer

OFFICE

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#### CERTIFICATE OF PUBLICATION

	Annapolis, Md., May 31, 1960
	We hereby certify, that the annexed
- <b>-</b> -	Mortgage Sale
	Cecil R. Pech

was published in

## Maruland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for
successive weeks before the 25 th.
day ofMay, 1960. The first insertion being made the 281la day of
insertion being made the 28 1/2 day of
april 1960.
THE CAPITAL-GAZETTE PRESS. INC.
1960 JUN-1 BN1-2201 Tilghman
1

John O. Dumler, Attorney named in Mortgage Capital Savings and Loan Association, Inc. (Formerly The Capital Building and Loan Association of Baltir more City.

114.

Cecil R. Peck and Sylvia M. Peck, his vifc

Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

#### Mortgage Sale

#### Of Desirable Fee Simple Residential Property

KNOWN AS LOTS 25-26 GREEN
HAVEN SECTION 84
THIRD DISTRICT OF
ANNE ARUNDEL COUNTY
Under and by virtue of the
power and authority contained in
a mortgage from Cecil R. Peck
and Sylvia M. Peck, his wife, to
Capital Savings and Loan Association, Inc., (formerly The
Capital Building and Loan Association of Baltimore City, by sociation of Baltimore City, by amendment to its Charter) dated April 3rd, 1956, and recorded among the Land Records of Anne Arundel County in Liber 1014, follo Arundet County in Laber 1014, 1016 67, (defauit having occurred there-under), the undersigned, the Ai-torney named in said mortgage, will sell at Public Auction, on the premises, on

#### Wed., May 25, 1960, At 2:00 P.M.

All that lot of ground situate and lying in the Third District of Anne Arundel County, State of Maryland, and described as fol-

BEING known and designated as BEING known and designated as Lots Nos. 25 and 26, Section 84, as shown of Plat of Green Haven, recorded among the Land Records of Anne Arundel County, Maryland, in Cabinet 2, and Rod D-9, folio 346. Said lots having a combined frontage of fifty feet on East Shore Road and being fifty foot water and lots South of Eighth feet more or less South of Eighth Street, and one hundred feet more or less North of Ninth Street and having a frontage of fifty feet and a depth of one hundred feet more or less shown on said plat.

The above property is in fee simple and is improved by a frame.

simple and is improved by a frame. dwelling.

TERMS OF SALE: A cash deposit of \$700.00 will be required of the purchaser at time and place of s a l e. Balance of purchase money, upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear intrest from date of sale to date of settlement at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale, JOHN O. DUMLER, Attorney named in Mortgage ALEX COOPER, Auctioneer

M-19

In The Circuit Court

Por

Anne Arundel County

Auctioneer's Certificate

I hereby certify that I have this 25th day of May, 1960, sold the property described in the attached advertisement of sale at and for the sum of \$7,200.00 to Capital Savings & Loan Association, Inc. being at that figure the highest bidder therefor, and 9 further certify that the said sale was fairly made.

Purchaser's Agreement

9 hereby certify that 9 have this 25th day of May, 1960, purchased the property described in the attached advertisement of sale from John O. Dunler, attorney named in mortgage, at and for the sum of \$7,200.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

> Thank F. Jose Purchaser Charles F. Loos, Vice President

Capital Savings & Loan Association, Ind.

Purchaser

Auctioneer

Jost:

men E Byrnes FILE Diomana E. Burnes 1950 JUN -4 AM 10:28

10

JOHN O. DUMLER.

IN THE CIRCUIT COURT

ATTORMEY NAMED IN MORTGAGE

FOR

vs.

ANNE ARUNDEL COUNTY

CECIL R. PECK and

SYLVIA M. PECK, His Wife,

Equity No. 13, 762

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the Fee Simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, olace, manner and terms of sale, by advertisements inserted in the Capital Gazette, a newspaper published in Anne Arundel County, for more t an twenty days oreceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, oursuant to said notice on the Twenty-fifth day of May, 1960, Wednesday, at 2:00 p.m. sell on the premises, the aforesaid Fee Simole oroperty unto Capital Savings and Loan Association, at and for the sum of Seven Thousand Two Hundred Dollars (\$7,200.00) cash, the said Capital Savings and Loan Association/having offered the greatest price therefor.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 3rd day of June , in the year one thousand nine hundred and sixty, before me, the subjectiber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made. NOTARY

AS WITNESS my hand am Notarial Seal.

1960 JUN -4 AM 10: 28/

Granese My commission expires May 1st, 1961

## ORDER NISI

	EIG MIST
John O. Dumler	)
Attorney Named In Mortgage	IN THE
versus	CIRCUIT COURT
Cecil R. Peck and	FOR
Sylvia M. Peck, His Wife	ANNE ARUNDEL COUNTY
	No. 13,762 Equity
Property in these proceeds	June , 19 60, That the sale of the ng mentioned
made and reported byJohn O. Dumler, A	ttorney named in the Mortgage
BE RATIFIED AND CONFIRMED, unless cause to the day of next; I published in Anne Arundel County, once in each of three day of next.	he contrary thereof be shown on or before thellth  Provided, a copy of this Order be inserted in some newspaper ee successive weeks before thellth
The report states that the amount of sale was \$	7,200.00
True Copy,  FILED 1960 JUN -4 AM 10:28 TEST:	Leary T. Cromwell Clerk.
(Final Order)	olei R.
John O. Dumler	)
Attorney Named in Mortgage	IN THE
versus	CIRCUIT COURT
Cecil R. Peck and	FOR
Sylvia M. Peck, His Wife	ANNE ARUNDEL COUNTY
	Term, 19
ORDERED BY THE COURT, Thisthat the sale made and reported by the Attorney	
Confirmed no cause to the contrary having been shown	, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the	he Attorney allowed the usual commissions and such
proper expenses as he shall produce vouchers for the ${f A}$	U. Bri Dult
FIL	FD JUDGE.
	AM II:12

## Maryland Gazette

Published by

THE CAPITAL GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIBING

#### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13.762 Equity
JOHN O. DUMLER, Attorney
Named In Mortgage
Versus
CECIL R. PECK and
SYLVIA M. PECK. His Wife
Ordered, this 4th day of June,
1960, That the sale of the Property in these proceedings mentioned made and reported by John O.
Dumler, Attorney named in the Mortgage BE RATIFIED AND
CONFIRMED. unless cause to the contrary thereof be shown on or before the 11th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel, County, once in each of three successive weeks before the 11th day of July next.

The report states that the amount of sale was \$7,200.00
GEORGE T. CROMWELL, Clerk True Copy. TEST:
GEORGE T. CROMWELL, Clerk

CERTIFICATE OF PUBLICATION

Order Miss. Sale

was published in

## Maruland Gazotto

WELL, Clerk	Tracapasa. Jugan
WELL, Clerk Ju-30	a newspaper published in the City of Annapolis, Anne Arundel
•	County, Maryland, once a week for _4
	successive weeks before the _//_tb
•	day of
	insertion being made the Gth day of
	June, 19 <u>6</u> a
	THE CAPITAL-GAZETTE PRESS, INC.
1960	FILED  By AL Talghanas

No. M. C. \_\_\_\_\_

In the Case of	In the		
John O. Dumler,  Attorney named in Mortgage  VS.	Circuit Court		
Cecil R. Peck			
Sylvia M. Peck, his wife	Anne Arundel County		
To the Honorable, the Judges of said Court:  The Auditor reports to the Court thathe has examined the themshe has stated the within account.	proceedings in the above entitled	cause, and from	
·			
All of which is respectfully submitted.	X 20 11	, ,	
July 18, 1960	Jana Wickl	Auditor.	

FILED 1960 JUL 20 AM 10:51

	n ac. d	in Peck and	il R	vs. Cec	ohn O. Dumler, Attorney named in Mortgage
		i i con and			Ylvia M. Peck, his wife
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			00	75	To Attorney for Fee, viz:
}	63	322		247	To Attorney for Commissions, viz:
•					To Attorney for Court costs, viz:
			00	10	Plaintiff's Solicitor's appearance fee
			00	28	Clerk of Court - Court costs
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	90	7,327			
i.			63	7,479	Amount of mortgage claim filed Interest on principal balance of \$7,442
j.				112	from 6/1/60 to 8/30/60 - 91 days @6%
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John O. Dumler, Attorney named in Mortgage

1960		•	
May	25	Proceeds of Sale	7,200 00
		Interest on purchase price - 1 mon	nth '
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			16

John O. Dumler.	in the
Attorney named in Mortgage	CIRCUIT COURT
VERSUS	For
Cecil R. Peck	ANNE ARUNDEL COUNTY
and	
Sylvia M. Peck, his wife	No. 13,762 Equity. ⊆
ORDERED, This	day ofJuly
Report and Account of the Auditor, filed this day in the	above entitled cause,
	L S
published in Anne Arundel County, once in each of day of August  In the Circuit Court for Anne Arundel County of Cou	ounty Quest 60
i i i i i i i i i i i i i i i i i i i	be same is hereby finally ratified and confirmed, no cause apply the proceeds accordingly with a due proportion

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,762 Equity
John O. Dumler,
Attorncy named in Morigage

Attorncy named in Mortgage
versus
CECIL R. PECK and
SYLVIA M. PECK, his wife
Ordered, this 20th day of July,
1960. That the Report and Account of the Auditor, filed this
day in the above entitled cause
BE RATIFIED AND CONFIRMED, unless cause to the contrary
thereof be shown on or before the
29th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County,
once in each of three successive
weeks before the 29th day of August next. gust next.
GEORGE T. CROMWELL, Clerk

True Copy, GEORGE T

	EST:	-		
•	CROMWEL	L,	Cle	rkı
			Α.	. 11 l

Annapolis, Md., fuguet 17
We hereby certify, that the annexed
arter Thew- and aut - 69 13, 762
Cecil R. Beek
was published in
Maryland Gazette
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3

\_\_\_\_, 19<u>60</u>.

PITAL-GAZETTE PRESS, INC.

insertion being made the 28 Th \_\_\_\_\_ day of

successive weeks before the \_29\_110\_\_\_\_

No. M. C. 16213

1960 AUG 17 PM 3:89/1-

15

IN THE MATTER OF THE

IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF

FOR

CORBETT NAPIER and

ANNE ARUNDEL COUNTY

MARYBELLE NAPIER, his vife

\*\*\*\*\*\*\*\*\*

ORDER TO DOCKET SUIT

\*\*\*\*\*\*\*\*\*\*\*

Mr. Clerk.

Please file the original Mortgage in this foreclosure

suit.

John Demyan, Jr./ Attorney named in the Mortgage

FILED

1960 APR -5 AM 11:41

LIBER 721 PAGE 29

No. 13737 Equity

PURCHASE MONEY

This Mortgage, Made this 7/57 day of November , 1552,

by and between Corbett Napier and Marybelle Napier, his wife - - - - - -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORT-GAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN A E B C GI as herein indicated, and being the holder of -25- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$ 2,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being in Elvaton Acres, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 215, 216 and 217 as shown on Plat 4 of Elvaton Acres, recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat 13.

BEING ALSO the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edna G. Pumphrey, his wife, by deed dated the day of November, 1952; and intended to be recorded immediately prior hereto.

FILED 1960 APR -5 AM 11: 41 AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

·· AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of \$ 12.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of \$ 12.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least \$ 2,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

STATE OF MARYLAND,	ANNE ARUNDI	EL COUNTY,	TO WIT:	
I HEREBY CERTIF	Y, That on this	2154	day of November	, 19 <b>52</b> , before me, the
subscriber, a Notary Public of Corbett Napier and and acknowledged the foreg	Marybelle Naj	pier, his w	ife	
Joseph D. Groh			- the Preside	ent of THE GLEN BURNIE
•	SOCIATION of A	Anne Arundel (	County, Maryland, Morte	gagee, and made oath in due
form of law, that the consid	leration named in	the aforegoing	mortgage is true and b	oona fide as therein set forth.
C A6 WITNESS my ha	nd and Notarial S	eal		
NOTAGE	<del>~.</del>		hed Will	iethe.
PUBLICS	•••••	Fre	d.W.Kuethe	Notary Public.
PRUNDER	Recorded:	November	24, 1952 at 9	A.M.
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MON MON MAN	E RNIE	Cou	retor	'ICE 'AN, IARYL
PURCHASE MONEY  JECORET NAPIER, and  MARVHELLE NAPIER, his wi	TO THE GLEN BURNIE	Of Anne Arundel County.	100 July 100	LAW OFFICE JOHN DEMYAN, JR. GLEN BURNIE, MARYLAND
THE LANGE	SLEN	ine Ai	10,10 July	LAV TN D
F 3 3		of An	s of	JOH JOH
	TO THE GLEN BURNIE	Of Anne Arundel County.  MORTGAGE ACCOUNT NO. 3574	Heery d for Broom of The Library of the Sand of Sand County of Sand County 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	
	. 3	5   ~	Heconged for Regard 9 24 of the sandell of 1. Hel 29	<b>}</b>

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage. President of the said body corporate, and the corporate seal WITNESS the signature of the thereof, attested by its secretary, this THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION ATTEST: OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

President.

IN THE MATTER OF THE IN THE CIRCUIT COURT MORTGAGED REAL ESTATE OF FOR CORBETT NAPIER, and ANNE ARUNDEL COUNTY MARYBELLE NAPIER, his wife NO. /3 737 \_EQUIT: \*\*\*\*\*\*\*\*\*\* STATEMENT OF CLAIM \*\*\*\*\*\*\*\*\*\* Advanced to Mortgage Loan 2,500.00 Interest from the 29th day of February, 1960, to the 31st day of May, 1960 23.50 Late Fines from the 31st day of March, 1960, to the 31st day of May, 1960 5.60 Dues paid to date

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY a body corporate

1,146.77

1,382.33

Fred. W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Total amount due under Mortgage

I HEREBY CERTIFY, that on this day of pril 1960, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary, of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Notary Polit

FILED 1960 APR-5 AMII:41

Vo

LIDER: 125 PAGE 241

IN THE CIRCUIT COURT

ANNE ARUNDEL COUNTY

STATE OF MARYLAND

10 PAGE 244 LIBER

BOND OF Attorney

To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

John Demyan, Jr.

16 Crain Highway, S. W., Glen Burnie, Maryland

UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Five Hundred and 00/100 - Dollars (\$4,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this our Lord, nineteen hundred and sixty

29th day of April

, in the year of

WHEREAS, the above bounden John Demyan, Jr.

Corbett Napier & Marybelle Napier Savings and Loan Association

by virtue of the power contained in a mortgage to Glen Burnie

bearing date the

November day of

. 19 52 and recorded among the Land

Anne Arundel County Records of

in Liber

No. JHH 721

Folio

and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr.

do and shall well and truly and faithfully perform the trust reposed in him gage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Demyan,

ANTY

Robert

Attorney

STATES FIDELITY AND GUAR

1960 MAY -4 AM 11:

#### OFFICE C

#### Mortgage Sale

#### Of Valuable Fee Simple Property

Lots Nos. 216, and 217, as shown on Plat 4 of Elvaton Acres, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat

Property located at Elvaton Acres, Third Election District of Anne Arundel County, Maryland UNDER and by virtue of the power of sale and authority contained in a Mortgage from Corbett (Napier) and Marybelle Napier, his wife, dated November 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 721, folio 29 (default having occurred threunder), the undersigned, the Attorney named in the Mortgage, will sell, at public auction, on the premises, on

#### Wed., May 4, 1960 at 11 O'Clock A.M.

at 11 O'Clock A.M.

All those lots of ground, situate, lying and being in Elvaton Acres, Third Election District of Anne Arundel County. State of Maryland: and described as follows:

BEING known and designated as Lots Nos. 216 and 217, as shown on Plat 4 of Elvaton Acres, recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat 13.

BEING ALSO the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edua G. Pumphrey, his wife, by Deed dated November 19, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 721, folio 26.

County in Liber J.H.H. 721, folio 26.

AND, SUBJECT, HOWEVER, to the operation and effect of a second mortgage from Corbett Napler and Marybelle Napler, his wife, to the Glen Burnie Savings and Loan Association, dated June 1, 1954, and recorded among the Land Records of Anne Arundel No County in Liber J.H.H. 836, folio 164; and a further mortgage from Corbett Napier and Marybelle Napier, his wife, to the Glen Burnie Savings and Loan Association, dated July 17, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1137, folio 57; the balance of said Mortgage to be announced at time of sale.

IMPROVEMENTS: Frame Cottage

IMPROVEMENTS: Frame Cottage
TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of Six percent from the date of sale to the date of settlement. Taxes and all other expenses, including Sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, Jr.

Attorney named in Mortgage GEORGE SCIBLE, Auctioneer

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#### CERTIFICATE OF PUBLICATION

We bereby certify, that the annexed was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the
day of May
insertion being thade the 1th day of
_ April, 1960.
THE CAPITAL-GAZETITE PRESS, INC.
By MAY - Willy 136
1960 MAI

Ъ

IN THE MATTER OF THE

IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF

FOR

CORBETT NAPIER and

ANNE ARUNDEL COUNTY

MARYBELLE NAPIER, his wife

NO. 13,737 EQUITY

\*\*\*\*\*\*

#### AFFIDAVIT

\*\*\*\*\*\*

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this Hold day of MAY, 1960; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and he made oath in due form of law as follows:

- 1. That at the time of the public auction sale of the property in these proceedings, said sale being held on May 4,1960; the balance of the second and third mortgages held by Glen Burnie Savings and Loan Association of Anne Arundel County on said property were read, as follows:
  - a. Second Mortgage dated June 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 836, folio 164; the original amount of which was \$1,000.00; balance at time of sale being \$760.07.
  - b. Third Mortgage dated July 17, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1137, folio 57; the original amount of which was \$1,200.00; balance at the time of sale being \$1,096.45.

WITNESS my hand and Notarial Seal.

Amelia H. TUBA

Notary Public

FILED

1960 MAY 24 PM 3:55

IN THE MATTER OF THE \* IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF \* FOR

CORBETT NAPIER and \* ANNE ARUNDEL COUNTY

MARYBELLE NAPIER, his wife \* NO. 13.737 EQUITY

\*\*\*\*\*\*\*\*\*\*\*\*

#### REPORT OF SALE

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Corbett Napier and Marybelle Napier, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated November 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 721, folio 29; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, Elvaton Acres, Millersville, Maryland, Wednesday, May 4, 1960, at 11 o'clock A.M., and then and there sold the said property to Israel Napier, Jr. and Lola Napier, his wife; at and for the sum of Thirty-Seven Hundred (\$3,700.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

All those lots of ground, situate, lying and being in Elvaton Acres, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

FILED 1960 MAY 24 PM 3:55

BEING known and designated as Lots Nos. 216 and 217, as shown onPlat 4 of Elvaton Acres, recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat 13.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and also has required the Furchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: a Cash Deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of Six percent from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments, to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted,

John Demyan, Jr.
Attorney named in the Mortg
16 Crain Highway S.W. Mortgage

Glen Burnie, Maryland SO. 6-0770

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 4th day of May, 1960; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

AMELIA H. TUBMAN Notary Publat

## ORDER NISI

LIBER 125 PAGE 246

IN THE MATTER OF THE MORTGAGED REAL	)
ESTATE OF CORBETT NAPIER and	IN THE
WACKURIX	CIRCUIT COURT
MARYBELLE NAPIER, his wife	FOR
	ANNE ARUNDEL COUNTY
	No. 13,737 Equity
Ordered, thisday of	
Property in these proceedings me made and reported by John Demyan, Jr., At	ttorney named in Mortgage
day of next; Pr	rovided, a copy of this Order be inserted in some newspaper se successive weeks before the
day of next.	
The report states that the amount of sale was \$	3,700.00
FILED 1960 MAY 24 PM 3:55	lorge T. Cromwelf Clerk.
True Copy,	Clerk.
TEST:	Clerk.
(Final Order) IN THE MATTER OF THE MORTGAGED REAL	<b>)</b>
ESTATE OF CORBETT NAPIER and	IN THE
XECRUSK	CIRCUIT COURT
MARYBELLE NAPIER, his wife	FOR .
	ANNE ARUNDEL COUNTY
	Term, 19
ORDERED BY THE COURT, This	1/ the day of July, 1960
•	aforesaid, be and the same is hereby finally Ratified and
	, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and th	ne Attorney allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Au	uditor.
<b>-</b>	Malkey I wane
EII FD	JUDGE.

1960 JUL 11 PM 3:18

,v

JOHN DEMYAN, JR. Attorney-At-Law 16 Crain Highway, S.W. Glen Burnie, Maryland

## MORTGAGE SALE

OF VALUABLE

# Fee Simple Property

#### MINNIMATION

Lots Nos. 216 and 217, as shown on Plat 4 of Elvaton Acres, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat 13.

PROPERTY LOCATED AT ELVATON ACRES, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Corbett Napier and Marybelle Napier, his wife, dated November 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 721, folio 29 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell, at public auction, on the premises, on

# Wednesday, May 4, 1960

at 11 o'clock A.M.

All those lots of ground, situate, lying and being in Elvaton Acres, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 216 and 217, as shown on Plat 4 of Elvaton Acres, recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat 13.

BEING ALSO the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edna G. Pumphrey, his wife, by Deed dated November 19, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 721, folio 26.

AND, SUBJECT, HOWEVER, to the operation and effect of a second mortgage from Corbett Napier and Marybelle Napier, his wife, to the Glen Burnie Savings and Loan Association, dated June 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. 836, folio 164; and a further mortgage from Corbett Napier and Marybelle Napier, his wife, to the Glen Burnie Savings and Loan Association, dated July 17, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1137, folio 57; the balance of said Mortgages to be announced at time of sale.

IMPROVEMENTS: Frame Cottage

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of Six percent from the date of sale to the date of settlement. Taxes and all other expenses, including Sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

FILE DAttorney Named in Mortgage

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIGING

#### CERTIFICATE OF PUBLICATION

Annapolis, Md., July	_7, 19 <i>60</i>
We hereby certify, that the annexed	1
Order Min - To	Ep. 13, 737
- Drden Miss & Sale	7
Corbett Mapies	
was amblished in	

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for
successive weeks before the Sth
day of, 1962. The first insertion being made the 27/d day of
insertion being made the 27/16 day of
THE CAPITAL-GAZETTE PRESS, INC.
FILED 1960 JUL -8 BPM 1950 Julyhman
1960 JUL -8-PM 7-50

#### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,737 Equity
In the Matter of the Morigaged Real Estate of.

CORBETT NAPIER and

MARYBELLE NAPIER, his wife Ordered, this 24th day of May, 1960, That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arandel County, once in each of three successive weeks before the 5th day of July next.

The report states that the arount of sale was 2700 as

the 5th day of July next.

The report states that the amount of sale was \$3,700.00.

GEORGE T. CROMWELL

Clerk

True Copy, TEST:

GEORGE T. CROMWELL

Clerk

Ju-23

No. M. G. \_\_\_\_\_

LIBER	125 PAGE 249
_	* IN THE CIRCUIT COURT
IN THE MATTER OF THE	*
MORTGAGED REAL ESTATE OF	FOR
CORBETT NAPIER and	ANNE ARUNDEL COUNTY
MARYBRILLE NADIER, ALS WILL	*
vs.	* NO. <u>13,737</u> EQUITY
	<b>*</b>
	- *
	<b>.</b>
	*
	<b>.</b> *
	<b>*</b>
<u>Militar</u>	ry Affidavit
STATE OF MARYLAND, ANNE ARUNDEL COUNTY	I, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demvan. Jr.. Attorney named in the Mortgage----and made oath in due form of law that he (str) knows the defendant herein, and that to the best of his (here) knowledge, information and belief (1) said defendant is not in the military service of the United States,

- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said derendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service,

Carried States of the

Affient \_\_\_

Subscribed and sworn to before me

this 141 day of JUNE

olia H. Tubmar Totary Public

m. folige : FILE Dr hilbert is explicit the

1960 JUL 26 AM 9:52

In the Case of			
In the Matter of the Mortgaged	In the		
Real Estate	1		
af :			
<b>¥8.</b>	<b>}</b>		
Corbett Napier	For		
and	Anne Arundel County		
Marybelle Napier, his wife			
	/ No. 13,737 Equity		
To the Honorable, the Judges of said Court:  The Auditor reports to the Court that he has examined the p	specializes in the above socialed account of		
themshe has stated the within account.	rocceonigs in the above entitled cause, and from		
	•		
······································	······································		
, '			
	·		
	·		
·			
All of which is respectfully submitted.			
	Du Danie		
July 29, 1960	Auditor		

FILED 1960 AUG-2 PM 12:55 In the Matter of the Mortgaged Real Estate of Corbett Napier and Marybelle Napier, his wife

To Attorney for Fee, viz: 50 l 00 To Attorney for Commissions, viz: 142 07 192 07 To Attorney for Court costs, viz: Plaintiff's Solicitor's appearance fee Clerk of Court - Court costs 75 50 32 22 Auditor - stating this account 65 25 To Attorney for Expenses, viz: Capital-Gazette Press - advertising sale വവ Capital-Gazette Press - order nisi (sale) Capital-Gazette Press - order nisi (acct) 00 12 00 Speer Publications, Inc. - handbills 11 93 George W. Scible - auctioneer's fee
U.S. Fidelity & Guaranty Co.-bond premium
F.W. Kuethe & Co. Agent - insurance
premium (4/29/60) - 3 months 30 00 18 00 One-half Federal documentary stamps 20 One-half State documentary stamps Amelia H. Tubman - notary fees 40 50 177 | 53 To Attorney for Taxes, viz: 1960 State and County taxes (\$87.70) -4 months 4 days 30 20 30|20 To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for first mortgage claim, viz:
Amount of claim filed - \$1,382.33 Interest on principal balance from 5/31/60 to 9/6/60-3 months 6 days @ 6% 1,404 44 1,404|44 To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for second mortgage claim, viz: Amount of claim filed \$760.07 Interest on principal balance of \$744.47 from 5/31/60 to 9/6/60 - 3months 6 days @ 6% 11.90 771 97 771 | 97 Fo Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account third mortgage claim 1,094 27 1.094 3.735 73 Amount of third mortgage claim filed Interest on principal balance of \$1,073.55 from 5/31/60 to 9/6/60 - 3 months 1,096 45 6 days @ 6% :17| 18 1,113 Cr. Amount allowed above 1,094 Balance subject to decree in personam 19 36

Cr.

with

John Demyan, Jr., Attorney named in Mortgage

1960 May Proceeds of Sale 3,700 00 Interest on deferred payment of \$3,200.00 to 7/11/60 35 73 3,735 73 3,735 73

	In the
In the Matter of the Mortgaged Real Estate	CIRCUIT COURT
of Widesus	For
Corbett Napier	ANNE ARUNDEL COUNTY
and	<u> </u>
Marybelle Napier, his wife	No. 13., 73.7 Equity.
ORDERED, This	day ofAugust
Report and Account of the Auditor, filed this day in the	above entitled cause,
day of	ptember pext.
ORDERED BY THE COURT, this	day of Seftanber , 1960, that the the same is hereby finally ratified and confirmed, no cause apply the proceeds accordingly with a due proportion
FILED	B
1960 SEP -7 PM 12:53	Berganin Michaelson
1000 021 1 111200	II Sudge.

# Maryland Gazette

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNOEL COUNTY ADVERTISING

#### CERTIFICATE OF PUBLICATION

Annapolis, Md.,	<u>(</u>
We hereby certify, that the annexed	
We hereby certify, that the annexed	37
Corbett Nazier	
·································	

was published in

# Maryland Gazette

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,737 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE:

MORTGAGED REAL ESTATE;
OF
CORBETT NAPIER and
MARYBELLE NAPIER, his wife
Ordered, this 2nd day of August, 1960. That the Report and Account of the Auditor, filed this day in the above entitled cause
BE RATTFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of September next.
GEORGE T. CROMWELL, Clerk True Copy, TEST:
GEORGE T. CROMWELL, Clerk A-18

No. M. G. 16419

WILLIAM C. ROGERS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

vs.

FOR

HOMEE C. YEANEY and

ANNE ARUNDEL COUNTY

BUBY H. YEANEY, his wife

In Equity

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C ROCERS, Attorney Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis, Md., Attorney for Plaintiff

No. 13, 744 Equity

BOOK 1365 PAGE 94

This Mortgage, Made this 15th-	day of January , in the year one
thousand, nine hundred and sixty YEANEY, his wife,	•
of Anne Arundel County	
the FRATERNITY FEDERAL SAVINGS AND LOAN Mortgagee.	ASSOCIATION, a body corporate, duly incorporated,

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of TEN THOUSAND FIVE HUNDRED - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof; (\$67.67)

- (A) of the sum of SIXTY-SEVEN DOLLARS AND SIXTY-SEVEN CENTS----- TROKARS, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

  (\$32.33)

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do - grant, convey and assign unto the said Mortgagee, its successors and assigns, all those - lots of ground situate and lying in Anne Arundel County, -in said State, and described as follows:

BEING Lots Numbered 70 and 71, Section "O", as shown on the Plat of Arundel Gardens, the property of estate of Davitt D. Chidester, prepared by J. C. Grinnals in September, 1919, and formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet G.W. No. 1, Section 4, folio 348, and in Plat Cabinet No. 2, Rod D-9, folio 348, and now recorded in Plat Book No. 15, folio 5. The improvements thereon being known as No. 103 Cedar Hill Road.

BEING the same lots of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by

BOOK 1365 PAGE 95

ROWILL TITLE HOLDING CORPORATION to HOMER C. YEANEY and RUBY H. YEANEY, his wife, the within Mortgagors.

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four percentum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in whole or in part at anytime, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot S of ground and premises unto the said Mortgagee, its successors and assigns; for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of \$108.00 - - -; payable in equal semi-annual instalments on the 15th- - - days of January- - - and July- - - in each and every year.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their - part to be made and done, then this mortgage shall be void.

And the said Mortgagor S, for themselves, their - heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor S, theirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partner-ship or corporation, other than the Mortgagor S, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the MortgagorS, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

the ir Is AGREED AND UNDERSTOOD that until default is made, the said Mortgagor S heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property. AND the said Mortgagor S, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do - hereby (1) declare their - assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do - hereby (2) also authorize the said Mortgagee, its successors or assigns, or William C. Rogers, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of THREE HUNDRED (\$300.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree or to the party selling under the above power of sale in connection with any contested matter in the such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making sale sale equal to the commission to the party making sale sale as the court allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor s, or their assigns, in the event that the mortgage debt shall be paid after any advertisement . of said property, but before sale thereof.

The said Mortgagors covenant that <u>they - - will warrant specially the property hereby conveyed</u>, and that <u>they - - will execute such further assurances as may be requisite.</u>

WITNESS the handS and sealS of the said MortgagorS.

WALTER J. ZEUN

WITNESS:

HOMER C. YEAREY

(SEAL)

Leaney (SEAL

#### BOOK 1365 PAGE 97

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: I HEREBY CERTIFY that on this\_ 15th- - - day of January-19 60, before me, the subscriber, a Notary Public, of the State of Maryland in and for the State of Maryland in and for the State personally appeared HOMER C. YEANEY and RUBY H. YEANEY, his wife, the Mortgagor S, named in the aforegoing mortgage, satisfactorily proven to be the persons whose name s are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. Taylor Boden-Agent most of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee, duly authorized to make this Affidavit. AS WITNESS my hand and Notarial Seal. Notary Public. WALTER , 19 61. 1100 My commission expires Rec'd for record sen 20,1960 27/0:20 A FRATERNITY FEDERAL SAVINGS AND examined, per THE SECURITY TITLE GUARANTE CORPORATION OF BALTIMORE LOAN ASSOCIATION Same day YEANEY, his HOMER C. YEANEY and 岛 Z

Received for Record

o'clock.

one of the

MORTGAGE

READY FOR RECORD FORM APPROVED

H

RUBY

Dally Record Company, Baltimore, The

WILLIAM C. ROGERS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

VS.

FOR

HOMER C. YEANEY and

ANNE ARUNDEL COUNTY

RUBY H. YEANEY, his wife

In Equity

::::::::: No. 13744 Guity

#### STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Homer C. Yeaney and Ruby H. Yeaney, his wife, to Fraternity Federal Savings and Loan Association dated January 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1365, folio 94.

Homer C. Yeaney & wife 103 Cedar Hill Road Anne Arundel County, Maryland

April 6, 1960

Original amount Interest Late charges

\$10,500.00 0 185.50 8.00

10,693.50

Less payments

37.00

Balance due

\$10,656.50

FRATERNITY FEDERAL SAVINGS AND

LOAN ASSOCIATION

WILLIAM G. RIGGS, SECVET

STATE OF MARYLAND)

TO WIT:

CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 6 day of April, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal

Notary Public

FILED 1960 APR-9 AMII:20

WILLIAM C. BOGERS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

vs.

FOR

HOMEE C. YEANEY and

ANNE ARUNDEL COUNTY

Eguity 20, 13,744

RUBY H. YEANEY, his wife

In Equity

TATE OF MARVIAND)

STATE OF MARYLAND)

To Wit:

CITY OF BALTIMORE)

On this 16th day of May , 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Homer C. Yeaney and Ruby H. Yeaney, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said Homer C. Yeaney and Ruby H. Yeaney, his wife, are not now in the military service of the United States.

WILLIAM C. BOSERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

tary Public

Herbert C. Moore

FILED

1960 MAY 26 PM 3: 47

# d Deposit Company Fidelity and

HOME OFFICE

1960 MAY 26 PM 3:47

OF MARYLAND

			Equity no- /3
KNOW ALL MEN BY	THESE PRESENTS:		·
			reet, Baltimore 2,
			as Principal,
and the FIDELITY AND D of the State of Maryland just sum of TEN T	EPOSIT COMPANY OF MARY I, as Surety, are held and f HOUSAND SEVEN HUN	LAND, a body corporate, firmly bound unto the SIDRED AND 00/100	duly incorporated under the laws tate of Maryland, in the full and (\$10,700,00) Dollars,
to be paid to the said Sta	te or its certain Attorney, to	o which payment well an	nd truly to be made, and done, we inistrators, Successors or Assigns
jointly and severally, fire			
			of May
in the year of our Lord	1960	·	
by virtue of the power of	ontained in a mortgage fro	m Homer C. Yes	eney and Ruby H.
			tion
			1960 and recorded
•			
in Liber G.T.C.	No. 1365 Fo	lio9 <u>4</u> and	William C. Rogers
of the money as specified	d, and in the conditions and	d covenants therein con	•
	illiam C. Rogers		H, That if the above bounden
	uly and faithfully perform	the trust reposed in	him
			ecree which shall be made by any
	tion to the sale of said mor therwise to be and remain it		proceeds thereof then the above
In Testimony When	eof, the above bounden	William C. Roge	rs · ··
has hereto set his	hand and seal an	d the said body corporat	te has caused these presents to be
	rney-in-Fact, the day and		
Signed, sealed and deliver	red in the presence of:		
0/ et	nel-		
HERBERT C.	MOORE	William C.	ROCCE SHAD
The state of the s	···· • /	william C.	0.6840
Witness:	FIDELITY 'A.	ND DEPOSIT COMP.	ANY OF MARY AND
D Anthon	As to Surely	Joseph C. M	chugh. Audrity in Fact.
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WILLIAM C. EOGEPS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

vs.

FOR

HOMET C. YEANEY and

ANNE ARUNDEL COUNTY

RUBY H. YEANEY, his wife

In Equity

No. 13,744 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Homer C. Yeaney and Ruby H. Yeaney, his wife, to Fraternity Federal Savings and Loan Association dated January 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1365, folio 94.

Homer C. Yeaney & wife 103 Cedar Hill Road Anne Arundel County, Maryland May 26, 1960 \$10,500.00 Original amount of Loan Interest through May 238.00 Late Charges 16.00 Bad check a/c purchase 150.00 \$10,904.00 Less Payments 37.00 \$10,867.00 Balance

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND)

To Wit:

CITY OF BALTIMORE)

I HEREBY CERTIFY that on this day of May, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and managed.

AS WITNESS my hand and Notarial

Notary Public

Herbert C. Moore

FILED 1960 MAY 28 AM 9:09

WINSON G. GOTT, JR., Attorney Lee Bidg. Annapolis, M

# Attorney's

#### Of Valuable Leasehold Property

AT ARUNDEL GARDENS 5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Homer C. Yeaney and Ruby H. Yeaney, his wife, to Fraternity Federal Savings and Loan Association, dated January 15, 1960 and recorded among the Land Records of Ane Arundel County in Liber GTC No. 1365, folio 94, default having occurred thereunder the undersigned, as Attorney named in sald Mortgage, will offer for sale at public auction, on the premises, No. 103 Cedar Hill Road, Arundel Gardens, on

#### Sat., May 28th, 1960 At: 11 A.M.

All those lots of ground and im-provements thereon, sald Lots beprovements thereon, sald Lots beling Numbered 70 and 71, Section
O. as shown on the Plat of Arundel Gardens, the property of
Davitt D. Chidester prepared by
J. C. Grinnals in September. 1919,
and formerly recorded among the
Land Records of Anne Arundel
County in Plat Book GW No. 1,
Sec. 4, fol. 348 and in Plat Cabinet
No. 2, Rod D-9, fol. 348 and now in
Plat Book No. 15, follo 5. The improvements thereon being known provements thereon being known as No. 103 Cedar Hill Road. Being the same property conveyed to said Mortgagors by Rowill Titie Holding Co., by Deed dated January 15, 1960.

Subject to an anual ground rent of \$108; subject also to pole line agreement, Childester to Conscildated Gas, Elec. Co., Oct. 10, 1927, recorded in FSR 22, fol. 160 and Deed from Wheeler to County Commissioners, Dec. 14, 1953, as to installation and maintenance of sewers recorded in JHH 810, fol. 174.

IMPROVEMENTS: This pro-perty is improved by a one-story frame dwelling, with basement, 5 rooms and bath; hot water gas

heat.

TERMS OF SALE: Cash. A deposit of \$500 wil be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL,
Auctioneer

M-28

Auctioneer

LIBER 125 PAGE 264 PFFICE P Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#### CERTIFICATE OF PUBLICATION

Annapolis, Mo	i., _Ju	ns./	م کے 19 ,
We hereby certify,	that the an	nexed	
attorn	isjá	Salu	
<del>-</del>			
Homes (	- Yes	ansy:	
was published in	<b>U</b>	0	

## Maryland Gazette

-
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for
successive weeks before the 22th
day of May
insertion being made the Lth. day of
FILED JUN-1 PM 2:01 Julyhman
1960 JUN-1 PM 2:01- Lalghmans.
/ ,c

WINSON G. GOTT, JR., Attorney Lee Bldg. Annapolis, Md.

# ATTORNEY'S SALE

OF VALUABLE

# Leasehold Property

AT ARUNDEL GARDENS
5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Homer C. Yeaney and Ruby H. Yeaney, his wife, to Fraternity Federal Savings and Loan Association, dated January 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1365, folio 94, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, No. 103 Cedar Hill Road, Arundel Gardens, on

# Saturday, May 28, 1960

at 11 A. M.

All those lots of ground and improvements thereon, said Lots being Numbered 70 and 71, Section O, as shown on the Plat of Arundel Gardens, the property of Davitt D. Chidester prepared by J. C. Grinnals in September, 1919, and formerly recorded among the Land Records of Anne Arundel County in Plat Book GW No. 1, Sec. 4, fol. 348 and in Plat Cabinet No. 2, Rod D-9, fol. 348 and now in Plat Book No. 15, folio 5. The improvements thereon being known as No. 103 Cedar Hill Road. Being the same property conveyed to said Mortgagors by Rowill Title Holding Co., by Deed dated January 15, 1960

Subject to an annual ground rent of \$108; subject also to pole line agreement, Chidester to Consolidated Gas, Elec. Co., Oct. 10, 1927, recorded in FSR 22, fol. 160 and Deed from Wheeler to County Commissioners, Dec. 14, 1953, as to installation and maintenance of sewers recorded in JHH 810, fol. 174.

IMPROVEMENTS: This property is improved by a one-story frame dwelling, with basement, 5 rooms and bath; hot water gas heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland

I hereby certify that I have this 28th day of May, 1960, sold the within described property to Henry J. Strohecker and Stephen P. Provenza - - - - - at and for the sum of Ten Thousand Dollars (\$10,000.00)

they being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Autioneer

> FILED 1960 JUN-3 PM 2:29

WILLIAM C. ROGEES, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

vs.

FOR

HOMER C. YEANEY and

ANNE ARUNDEL COUNTY

RUBY H. YEANEY, his wife

In Equity

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ABUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as 103 Cedar Hill hoad, Anne Arundel County, Maryland, in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice on Saturday, May 28, 1960 at 11:00 A.M. attend at the premises and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Henry J. Strohecker and Stephen P. Provenza, at and for the price of \$10,000.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MARYLAND)

To Wit:

CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 3/5 day of May, 1960 before me, a subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

HERBERT C. MOORE

FILED

1960 JUN -3 PM 2:29

WINSON G. GOTT, JR., Attorney Lee Bidg. Annapolis, Md.

#### Attorney's Sale

#### Of Valuable Leasehold Property

AT ARUNDEL GARDENS 5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

ARUNDEL COUNTY

Under and by virtue of a power of salc contained in a Mortgage from Homer C. Yeaney and Ruby H. Yeaney, his wife, to Fraternity Federal Savings and Loan Association, dated January 15, 1960 and recorded among the Land Records of Ane Arundel County in Liber GTC No. 1365, follo 94, default having occurred thereunder the undersigned, as Attorney named. In sald Mortgage, will offer for sale at public auction, on the premises, No. 103 Cedar Hill Road, Arundel Gardens, on

#### Sat., May 28th, 1960 At 11 A.M.

All those lots of ground and improvements thereon, said Lots being Numbered 70 and 71, Section O. as shown on the Plaf of Arundel Gardens, the property of Davitt D. Chidester prepared by J. C. Grinnals in September, 1919, and formerly recorded among the Land Records of Anne Arundel County in Plat Book GW No. 1, Sec. 4. fol. 348 and in Plat Cabinet No. 2, Rod D-9, fol. 348 and now in Plat Book No. 15, follo 5. The Improvements thereon being known as No. 103 Cedar Hill Road. Being the same property conveyed to said Mortgagors by Rowill Title Holding Co., by Deed dated January 15, 1960.

Subject to an anual ground rent

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WILLIAM C. ROGERS

WILLIAM C. ROGERS Attorney named in Mortgage Rogers Bullding Riorney named in Mor Rogers Bullding 113 E. Baltimore Street Baltimore 2, Maryland ROBERT H. CAMPBELL, Auctioneer

M-25

# ORDER NISI William C. Rogers, Attorney Named in Mortgage

LIBER 125 PAGE 269

IN THE

versus	CIRCUIT COURT
Homer C. Yeaney and	FOR
Ruby H. Yeaney, his wife	ANNE ARUNDEL COUNTY
	No. 13,744 Equity
Ordered, this day of	June 19 60 That the sale of the
Property in these proceeding	mentioned
made and reported byWilliam C. Rogers,	, Attorney named in Mortgage
BE RATIFIED AND CONFIRMED, unless cause to the day of next; Propublished in Anne Arundel County, once in each of three day of next.	ro vided, a copy of this Order be inserted in some newspaper
The report states that the amount of sale was \$	10,000.00
True Copy, FILED 1960 JUN 3 PM 2:29	corge J. Cromwell Clerk.
TEST:	Clerk.
(Final Order)	
William C. Rogers, Attorney Named	IN THE
in Mortgage	CID CILLE COLLE
versus	CIRCUIT COURT
Homer C. Yeaney and	FOR
Ruby H. Yeaney, his wife	ANNE ARUNDEL COUNTY
ORDERED BY THE COURT, This that the sale made and reported by theAttorney Confirmed no cause to the contrary having been shown quired by the Order Nisi, passed in said cause; and the proper expenses as he shall produce vouchers for the Au	, although due notice appears to have been given as re- ne Attorney allowed the usual commissions and such
	m. in

FILED

**JUDGE** 

1960 JUL 12 AM 11:12

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,744 Equity
WILLIAM C. ROGERS, Attorney
Named in Mortgage
HOMER C. YEANEY and
RUBY H. YEANEY, his wife
Ordered, this 3rd day of June,
1960. That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney named in Mortgage BE, RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of July next; Profided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of July next.

The report states that the smount of sale was \$10,000.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-30

#### CERTIFICATE OF PUBLICATION

Annapolis, Md.,, We hereby certify, that the annexed	19.62
We hereby certify, that the annexed	
Order Miss Salu	
	•
Homer C. Yeaney	
vas published in	<b></b>

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 11th
day of July
- June
THE CADITAL CAZETTE DRESS INC

No. M. G. 15424

1960 JUL -8 PMBY: 50% Tilghman

		In th	e .
William C. Rogers,		I 'swosset I 'osse	
Attorney named in Mort	gage		
VS.	<u>!</u>	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	· :
Homer C. Yeaney		For	•
and		Anne Arundo	el County
Ruby H. Yeaney, his wif	e	[	•
To the Honorable, the Judges of said Cour	• <b>•</b> .	/ No. 13,744	Equity
themshe has stated the within account.	·		
		:	
·			
		:	
		······································	
		······································	
All of which is respectfully submitted.		f . M.	
		aus K. Such	Audior.
July 27, 1960	<b>.</b>	1 //	Auditor.

FILED 1960 AUG-2 AM 11:19 Dr. William C. Rogers, Attorney named in Mortgage vs. Homer C. Yeanev and Ruby H. Yeanev his wife

Y	eaney	and Ruby H. Yeaney, his wife			<u> </u>	
		·				
		To Attorney for Fee, viz:	300	00		
		To Attorney for Commissions, viz:	332	2 23	632	2 23
			,			
		To Attorney for Court costs, viz:				
		Plaintiff's Solicitor's appearance fee	10	00	•	
		Clerk of Court - Court costs	28	50		1
		Auditor - stating this account	13	50	52	2 00
		To Attorney for Expenses, viz:			1	
		Capital-Gazette Press - advertising sal	.e 70	00		
		Capital-Gazette Press - order nisi (sal	15	00		
		Capital-Gazette Press - order nisi (acc	ŧ) 12	00	.	
		Speer Publications, Inc handbills	12	86		
		Fidelity & Deposit Co. of Mdbond prem	ium 42	80		
		Robert H. Campbell - auctioneer's fee	35	00		
		One-half Federal documentary stamps	5	50		
		One-half State documentary stamps	11	00		
		Herbert C. Moore - notary fees	1	50	205	66
		To Attorney for Ground Rent, viz: Semi-annual ground rent (\$54.00) due 7/15/60 - 4 months 14 days	40	20	40	20
		To Fraternity Federal Savings & Loan Ass mortgagee - this balance on account mortgage claim	n, 9,293	71	9,293 10,223	
		Amount of mortgage claim filed  Interest on principal balance of	10,656	50		
		Interest on principal balance of \$10,500.00 from 5/28/60 to 9/6/60 - 2 months 9 days @ 6%	120	75		
			10,777	25		:
		Cr. Amount allowed above	9,293	71		
		Balance subject to decree in personam	1,483	54		
						;
		n i		l	ı <b>I</b>	ſ

Cr.

William C. Rogers, Attorney named in Mortgage

1960 Proceeds of Sale 28 May 10,000 00 Interest on deferred payment of \$9,500.00 - 47 days <u>74 41 </u> 10,074 41 Refund 1960 State and County taxes-7 months 3 days 113 | 63 Refund water and sewer benefit charge for 1960 - 7 months 3 days 23 83 Refund fire insurance premium 11 93 149 39 10,223 80

ORDER NISI	LIBER 12	$5 \text{ page } 274 \qquad \text{In}$	the
William C. Rogers,		CIDCIIII	COURT
Attorney named in M VERSUS	ortgage		or
Homer C. Yeaney		ANNE ARUN	DEL COUNTY
and			
Ruby H. Yeaney, his	wife	No. 13,744	Equity.
ORDERED, This		day of August	
Report and Account of the Auditor, filed	this day in the a	bove entitled cause,	
		•	
BE RATIFIED AND CONFIRMED, unday of September  published in Anne Arundel County, once	less cause to the next; Provi	contrary be shown on or before ded a copy of this Order be	ore the 6th ::
ORDERED BY THE COURT, this. aforegoing Report and Account of the Atto the contrary having been shown, and of interest as the same has been or may be	Arundel Cou	day of Sefection of Services and Sefection of Services and Services of Service	fied and confirmed no cause

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,744 Equity WILLIAM C. ROGERS, Attorney Named in Mortgage versus HOMER C. YEANEY and RUBY H. YEANEY, his wife Ordered, this 2nd day of August, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of September, next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of September next.

GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk A-18

CERTIFICATE	UE	PIIRI	ICATION
CERTIFICATE	UF	LUDI	.IUA I IUN

Annapol	is, Md., Asis	quet 18	, 1962
We hereby co	ertify, that the	annexed	
arder Dice	- But au	D. Eg. 13.	744
Homen	C. Yu	nu	
was aublished in			

# Maryland Gazette

No. M. G. 16421

#### URER 125 PAGE 276

WILLIAM C. ROGERS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

vs.

FOR

WALTER LOUIS WAGNER, JR. and

ANNE ARUNDEL COUNTY

PHYLLIS E. WAGNER, his wife

In Equity

The Fraternity Federal Savings and Loan Association hereby assigne all its right, title, and interest in and to the above proceedings and any claim of the mortgagee against the mortgagors for a right to a decree in the foreclosure for the deficiency as stated in the Auditor's Account in the amount of \$852.84 to Sumner G. Whittier, as Administrator of Veterans Affairs, an officer of the United States of America, his successors and assigns, and directs the Clerk to enter said proceeding to the use of Sumner G. Whittier, as Administrator of Veterans Affairs, an officer of the United States of America, and his successors and assigns.

> FRATERNITY FEDERAL SAVINGS AND LOAN **ASSOCIATION**

13 E. Bal dimore Street

Beltimore 2, Maryland Sa. 7-4456

STATE OF MARYLAND)

To Wit:

CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 26th day of September, 1960 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Thomas J. Stoddard, President of Fraternity Federal Savings and Loan Association and acknowledged the foregoing Order to be the

ct of said body corporate.

1966 PRE -4 AM 10:56

WILLIAM C. ROGERS, Attorney : IN THE

Named in Mortgage : CIRCUIT COURT

vs. FOR

WALTER LOUIS WAGNER, JR. and : ANNE ARUNDEL COUNTY

PHYLLIS E. WAGNER, his wife : In Equity

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. EOGERS Attorney Named in Mortgage

Winson G.Gott, Jr., Lee Bldg. Annapolis Attorney for Plaintiff

#### LEER 910 MILE 306

#### "PETITIONER'S EXHIBIT "A"

MORTGAGE

THIS MORTGAGE, made this day of march , A. D. 1955, by and between WALTER LOUIS WAGNER, JR. and PHYLLIS E. WAGNER, his wife, -

Anne Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,\* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of SIX THOUSAND, FIVE HUNDRED - - - - - - - - - Dollars (\$ 6,500.00--), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half - -per centum ( 42 %) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, --, in Baltimore City, State of -- Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FORTY-ONE DOLLARS 

and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March , 19 75. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

And Whereas, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, This Mortgage Witnesseth, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County - -- - - - - - - in the State of Maryland, to wit:

BEING all those lots known and designated as Lots Nos. 7 and 8 in Block "K" having a frontage on the East side of Arundel Avenue of forty feet with an even rectangular depth Easterly of one hundred fifteen feet as shown on the Plat of Arundel Manor recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1 folio 350, formerly W.N.W. No. 1 folio 350 - then Cabinet 2- Rod D-9 Plat 350 and now Plat Book 15, folio 3, Section 4 and Lots known and designated as Lots Nos. 34 and 35 in Block "K" being forty feet front and rear for a depth of one hundred fifteen feet more or less as shown on the Plat of Arundel Manor recorded among the Land Records as aforesaid in Plat Book W.N.W. No. 1, folio 350, formerly W.N.W. No. 1 folio 350 - then Cabinet 2- Rod D-9 Plat 350 and now Plat Book 15 folio 3, Section 4. Said Lots Nos. 7 and 8 being situate on the East side of Arundel Avenue and said Lots Nos. 34 and 35 being situate on the West side of Bertram Avenue.

BEING the same property which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by ROWILL TITLE HOLDING CORPORATION to WALTER LOUIS WAGNER, JR. and PHYLLIS E. WAGNER, his wife, the within named Mortgagors.

· Egenty no . 13, 788

"PETITIONER'S EXHIBIT A"

FILED 1960 MAY 12 AM 11:00

Together with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venet an blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

To Have and to Hold the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and

successors and assigns, for all the residue of the term of years yet to come a unexpired therein with the benefit of renewal forever, subject to the payment of the annual rent of \$60.00, payable half-yearly on the 14th of - March and September - - - in each and every year.

Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise default snau exist only if not made good prior to the due date of this mortgage, then the Mortgagee may exercise default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

LIBER 910 PAGE 308

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agree

- 1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:
  - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
  - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
    - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums; (II) interest on the indebtedness secured hereby; and

(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the-Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgager, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance or repair of said premises for taxes or assessments against the same and for any other purpose authorized

nance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized nance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee 7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances

thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or WILLIAM C. ROGERS, - - - - - , its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended

to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

MOI TILLIANDE PUE PIETRANTIE (B) SING BEST(B) OI MOI	rtgagor(s) on the day and year first above written.
Witness:  GEORGE A. HEINFIELD	WALTER LOUIS WARDER, JREAL) WALTER LOUIS WARDER, JREAL) WARDER SEAL
	[BEAL]
STATE OF MARYLAND, CITY OF BALT:  I HEREBY CERTIFY, That on this the subscriber, a Notary Public of the State of Mary aforesaid, personally appeared WALTER LOUI his wife, the above named Moregoing mortgage to be	day of wareh, 19 55, before me, pland, in and for the City of Baltimore,
agent of the Mortgagee and is duly authorized to ma	TAN LEY L. HOLMES,, ate, Mortgagee, and made oath in due form of law that de as therein set forth; and also made oath that he is the
	ecorded-16th-March-1955-at-3:30-P.M.
READY FOR RECOL	Clark.

WRITTEN BY ...

STATE OF MARYLAND

Mortgage

FROM

WALTER LOUIS WAGNER, JR. and PHYLLIS E. WAGNER, his wife FRATERNITY FEDERAL SAVINGS AND

LOAN ASSOCIATION

7

Cost of Record, \$

and examined per

CORPORATION OF BALTIMORE The Rogers Building 113 E. Baltimore Street

THE SECURITY TITLE GUARANTEE

WILLIAM C. ROGERS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

VS.

FOR

WALTER LOUIS WAGNER, JR. and

ANNE ARUNDEL COUNTY

PHYLLIS E. WAGNEE, his wife

In Equity /3,788

#### STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Pederal Savings and Loan Association under the mortgage from Walter Louis Wagner and Phyllis E. Wagner, his wife, to Fraternity Federal Savings and Loan Association dated March 14, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 910, folio 306.

Walter L. Wagner, Jr. & wife Lots Nos. 34 and 35 W/S Bertram Avenue Anne Arundel County, Maryland

May 10, 1960

Original amount of loan
Interest through May
Ground Rent
Taxes
Fire insurance

300.00 255.32 111.55

\$8,572.99

**\$6,500.00** 1,406.12

Less amount of payments

2,855.09

Balance due on loan

\$5,717.90

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

WILLIAM G. RIGGS,

STATE OF MARYLAND)

To Wit:

CITY OF BALTIMORE)

I HEREBY CERTIFY that on this Jok day of May, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is true and just Statement of the amount of the Mortgage Claim under ne mortgage filed in the said cause now remaining due and unpaid. AS WITNESS my hand and

1960 MAY 12 AM IT: 00

Notary Public

WILLIAM C. ROGERS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

VS.

FOR

WALTER LOUIS WAGNER, JR. and

ANNE ARUNDEL COUNTY

PHYLLIS E. WAGNER, his wife

In Equity

:::::

Eguity he 13, 788

STATE OF MARYLAND)

To Wit:

CITY OF BALTIMORE)

On this 16th day of May , 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Walter Louis Wagner, Jr. and Phyllis E. Wagner, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said Walter Louis Wagner, Jr. and Phyllis E. Wagner, his wife, are not now in the military service of the United States.

WILLIAM C. 500ERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Motary Public

Herbert C. Moore

FILED

1960 JUN-4 AM 10:18

#### Legal Notice

WINSON G. GOTT, JI. Attorney Annapolis, Md.

# Attorney's

#### Sale

#### Of Valuable **Leasehold Property**

AT ARUNDEL MANOR STH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Walter Louis Wagner, Jr. and Phyllis E. Wagner, his wife, to Fraternity Federal Savings and Loan Association, dated March 14, 1955, recorded among the Land Records of Anne Arundel County in Liber JHH No. 910, folio 306, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annepolis, Maryland, on

#### Saturday, June 4th, 1960 at 10:45 A.M.

All those lots known and designated as Lots Nos. 7 and 8 in Block "K" having a frontage on the East side of Arundel Avenue of 40 feet with an even rectangular depth Easterly of 115 feet as shown on the Plat of Arundel Manor recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 350-then Cabinet 2-Rod D-9 Plat 350 and Plat Book 15, folio 3, Section 4, and ALSO Lots known and designated as Lots Nos. 34 and 35 in Block "K" being 40 feet front and rear for a depth of 115 feet more or less as shown on said Plat of Arundel Manor. Said Lots Nos. 7 and 8 being situate on the East side of Arundel Avenue and said Lots Nos. 34 and 35 being situate of the West side of Bertram Avenue Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by deed dated March 14, 1955, recorded among the legal operation and effect of Agreement between Arco Realty Corporation and Consolidated Gas Electric Light and Power Co. dated August 21, 1929, recorded in JFSR 64, folio 329, and also to Agreement in Deed from John F. Schmulf et al to County Commissioners of Anne Arundel County dated January 28, 1953, recorded in JHH 740, fol. 494

IMPROVEMENTS: This property is improved by a two story frame dwelling, 7 rooms and bath, hot-air oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; six per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS, Attorney named in Mortgage Rogers Building 113 E. Baltimore, Maryland ROBERT H. CAMPBELL, Auctioneer

OFFICE JF

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#### CERTIFICATE OF PUBLICATION

Annapolis, Md.,
We hereby certify, that the annexed
attorney & Salu
Walter Louis Wasner
Malter Louis Wagner. Equity No. 13,788
was published in

### Evening Capital

·
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 4th
day of, 1960 The first
day of, 1960. The first insertion being made the 13th day of
THE CAPITAL-GAZETTE PRESS, INC.
6 AM 9:54 By 2 Tilghman
i/

b

WINSON G. GOTT, JR.
Altorney
Lee Building Annapolis, Maryland

# Attorney's

#### OF VALUABLE **IMPROVED** LEASEHOLD PROPERTY

AT ARUNDEL MANOR, ELECTION DISTRICT

Under and by virtue of the pow-Under and by virtue of the power of sale contained in a Mortgage from Walter Louis Wagner, his Wife, to Fraternity Federal Savings and Loan Association, dated March 14, 1955, recorded among the Land Records of Anne Arundel County in Liber JHH No. 910, folio 306, the undersigned will ofter for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland on

#### Saturday, June 4, 1960 at 10:45 A. M.

All those lots of ground known, as Nos. 7, 8, 34 and 35, in Block "K", Arundel Manor; said lots being adjacent and having combined frontage on Arundel Avenue of about 40 feet and a combined depth between said avenues of about 230 feet. IMPROVED by a 2 story frame dwelling, 7 rooms and bath; hotalr, oil heat.

For full particulars see The Eve-

air, oil heat.

For full particulars see The Evening Capital, May 13, 20, 27 and June 3 Issues.

WILLIAM C. ROGERS

Attorney named in Mortgage Rogers Building

113 E. Baltimore St.

Baltimore 2, Md.

OFFICE JF

### Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

- HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIBING

#### **PUBLICATION** CERTIFICATE **OF**

Annapolis, Md., \_\_\_\_\_\_\_\_, 1960 We hereby certify, that the annexed Ittorneys Sale

was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for _2
successive weeks before the _#_#
day of
day of, 1962. The first insertion being made the _ 26th
<u>May</u> , 19.60.
THE CADITAL GAZETTE PRESS INC

No. M. C. 15 2 21850 JUN -6 AM 9:54

# Fidelity and Deposit Company HOME OFFICE OF MARYLAND BALTIMORE 3

	Equity no. 13,780
KNOW ALL MEN BY THESE PRESENTS:	
That we, William C. Rogers, 113 E. Baltimore Maryland	Street, Baltimore 2,
	as Principal.
and the Fidelity and Deposit Company of Maryland, a body corport the State of Maryland, as Surety, are held and firmly bound unto ust sum of SIX THOUSAND FIVE HUNDRED AND 00/	the State of Maryland, in the full and (100 (\$6,500,00)
to be paid to the said State or its certain Attorney, to which payment w	Dollars,
ind ourselves and each of us, our and each of our Heirs, Executors, pintly and severally, firmly by these presents.	vell and truly to be made, and done, we Administrators, Successors or Assigns
Sealed with our seals and dated this 26th	day of Ma▼
the year of our Lord 1960	uduy Ol
Whereas, the above bounden William C. Rogers	
oy virtue of the power contained in a mortgage from Walter Lo	uis Wagner, Jr. and
$_{ m o}$ Fraternity Federal Savings and Loan Asso	clation
earing date the 14th day of March	h, 1955
mong the mortgage records of Anne Arundel County	
Liber J. H. H. No. 910 Folio 306	and William C. Rogers
s about to sell the land and premises described in said mortgage, defa f the money as specified, and in the conditions and covenants therein THE CONDITION OF THE ABOVE OBLIGATION IS S William C. Rogers	SUCH, That' if the above bounden
o and shall well and truly and faithfully perform the trust reposed in	
nder the mortgage aforesaid, and shall abide by and fulfill any order of ourt of Equity in relation to the sale of said mortgaged property, or oligation to be void, otherwise to be and remain in full force and virt	or decree which shall be made by any the proceeds thereof then the above
In Testimony Whereof, the above bounden William C.	Rogers
as hereto set his hand and seal and the said body corp	
ly signed by its Attorney-in-Fact, the day and year first herein about	ove written.
gned, sealed and delivered in the presence of:	•
Herry ///ora	(SFAT)
Herbert C. Moore William (	C. Rogers
itness: FIDELITY AND DEPOSIT COI	MPANY OF MARYLAND
D. Anthony Is to Surety Joseph O	LO Selling
Anthony Is to Surety  Joseph Consideration of Authority Bond  Oproved this day of the Authority Bond  Oproved this day of the Authority Bond	FILED Workey in Fact
1000	111N -4 AM 10:18

WINSON G. GOTT, JR., Attorney Lee Building, Annapolis, Maryland

# ATTORNEY'S SALE

OF VALUABLE

# Leasehold Property

AT ARUNDEL MANOR FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a power of sale contained in a Mortgage from Walter Louis Wagner, Jr. and Phyllis E. Wagner, his wife, to Fraternity Federal Savings and Loan Association, dated March 14, 1955, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 910, folio 306, default having occurred thereunder, the undersigned, as Attorney named in said mortgage, will offer for sale at public auction, at the Courthouse Door, Church Circle, Annapolis, Maryland, on

# Saturday, June 4, 1960

AT 10:45 A.M.

All those lots known and designated as Lots Nos. 7 and 8 in Block "K" having a frontage on the east side of Arundel Avenue of 40 feet with an even rectangular depth easterly of 115 feet as shown on the Plat of Arundel Manor recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 350—then Cabinet 2—Rod D-9 Plat 350 and now Plat Book 15, folio 3, Section 4, and ALSO Lots known and designated as Lots Nos. 34 and 35 in Block "K" being 40 feet front and rear for a depth of 115 feet more or less as shown on said Plat of Arundel Manor. Said Lots Nos. 7 and 8 being situate on the east side of Arundel Avenue and said Lots Nos. 34 and 35 being situate on the west side of Bertram Avenue. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by deed dated March 14, 1955, recorded among the aforesaid Land Records.

Subject to an annual ground rent of \$60; subject also to the legal operation and effect of Agreement between Arco Realty Corporation and Consolidated Gas Electric Light and Power Co. dated August 21, 1929, recorded in F.S.R. 64, folio 329, and also to Agreement in Deed from John F. Schmuff et al to County Commissioners of Anne Arundel County dated January 28, 1953, recorded in J.H.H. 740, folio 494.

IMPROVEMENTS: This property is improved by a two story frame dwelling, 7 rooms and bath, hot-air oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 percent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,

Attorney Named in Mortgage Rogers Building 113 E. Baltimore Street Baltimore, Maryland

FILED

1960 JUN -7 PM 2:40

I hereby certify that I have this 4th day of June, 1960, sold the within described property to Fraternity Federal

Savings and Loan Association at and for the sum

of Five Thousand, Five Hundred Dollars (\$5,500.00)

it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert A. Campbell Auctioneer

Loan Association

has on this 4th day of June,
l960, purchased the within described property from William C.
Rogers, Attorney named in the Mortgage, at and for the sum of
Five Thousand, Five Hundred Dollars (\$5,500.00)

and it hereby agree s to comply with the terms of sale as set
forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS & LOAN ASSOCIATION

Attorney for Fraterity Federal Savings & Loan Association

FILED

1960 JUN -7 PM 2:40

WILLIAM C. ROGERS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

vs.

FOR

WALTER LOUIS WAGNER, JR. and

AUNE ARUNDEL COUNTY

PHYLLIS E. WAGNER, his wife

In Equity / 3,7/8

PEPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Lots 7 and 8 on East Side of Arundel Avenue and Lots 34 and 35 West Side of Pertram Avenue, Anne Arundel County, Maryland, in the proceedings in said cause mentioned and respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice on Saturday, June 4, 1960 at 10:45 A.M. attend at the Court House Door, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of \$5500.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MAEYLAND)

To Wit:

CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 61% day of June, 1960 before me, a subscriber a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal

Herbert C. Moore, Notary Public

FILED

1960 JUN -7 PM 2:40

#### Legal Notice

WINSON G. GOTT, JR.,
Attorney
Bidg.,
Annapolis, Md.

# Attorney's

#### Sale

#### Of Valuable Leasehold Property

AT ARUNDEL MANOR 5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtne of a power of sale contained in a Mortgage from Walter Louis Wagner, Jr. and Phyllis E. Wagner, his wife, to Fraternity Federal Savings and Loan Association, dated March 14. 1955, recorded among the Land Records of Anne Arundel County in Liber JHH No. 910, folio 306, de-fault having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will of-fer for sale at public auction, at the Court House Door, Church the Court House Door, Church Circle, Annapolis, Maryland, on

#### Saturday, June 4th, 1960 at 10:45 A.M.

All those lots known and designated as Lots Nos. 7 and 8 in Block "K" having a frontage on the East side of Arundel Avenue of 40 feet with an even rectangular depth Easterly of 115 feet as shown on the Plat of Arundel Manor recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 350-then Cabinet 2-Rod D-9 Plat 350 and Plat Book 15, folio 3, Section 4, and ALSO Lots known and designated as Lots Nos. 34 and 35 in Block "K" being 40 feet front and rear for a depth of 115 feet more or less as shown on said Plat of Arundel Manor. Said Lots Nos. 7 and 8 being situate on the East side of Arundel Avenue and said Lots Nos. 34 and 35 being situate of the West side of Bertram Avenue Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by deed dated March 14, 1955, recorded among the aforesaid Land Records.

Subject to an annual ground rent of \$60: subject also to the legal operation and effect of Agreement between Arco Realty Corporation and Consolidated Gas Electric Light and Power Co. dated August 21, 1929, recorded in FSR 64, folio 329, and also to Agreement in Deed from John F. Schmuff et al to County Commissioners of Anne Arundel County dated January 28, 1953, recorded in JHH 740, fol. 494

IMPROVEMENTS: This property is improved by a two story frame dwelling, 7 rooms and bath, hot-air oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; six per cent interest to be paid npon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS, Attorney named in Mortgage

Attorney named in Mortgage Rogers Building 113 E. Baltimore Street Baltimore, Maryland ROBERT H. CAMPBELL, Auctioneer

# ORDER NISI

LIBER 125 PAGE 291

William C. Rogers, Attorney	I TOO FAUL COI
Named in Mortgage	IN THE
	CIRCUIT COURT
versus	}
Walter Louis Wagner, Jr. and	FOR
Phyllis E. Wagner, his wife	ANNE ARUNDEL COUNTY
<del></del>	No. 13,788 Equity
Ordered, this 7th day of	June, 19 60, That the sale of the
Property in these proceed	ngs mentioned Attorney Named in Mortgage
made and reported by	, Attorney Named in Mortgage
BE RATIFIED AND CONFIRMED, unless cause to the	ne contrary thereof be shown on or before the 18th
day of next; P	rovided, a copy of this Order be inserted in some newspaper
day of next.	ee successive weeks before the18th
•	5500 00
The report states that the amount of sale was \$	
Le Le	org T. Cromwell Clerk.
True Copy,	Clerk
FILED	
1960 JUN 7 PM 2:40 TEST:	Clerk.
(Final Order) William C. Rogers, Attorney	
	IN THE
Named in Mortgage	CIDCIIT COUDE
versus	CIRCUIT COURT
Walter Louis Wagner, Jr. and	FOR
Phyllis E. Wagner, his wife	ANNE ARUNDEL COUNTY
	Term, 19
ORDERED BY THE COURT, This	19th day of July , 1963
	aforesaid, be and the same is hereby finally Ratified and
	, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the	ne Attorney allowed the usual commissions and such
proper expenses as he shall produce vouchers for the A	uditor.
	Mrs. D. ATT
FILED	JUDGE.

1960 JUL 19 PM 12: 58

#### Legal Notice

WINSON G. GOTT,
Attorney
Lee Bldg.,
Annapolis, Md.

### Attorney's

#### Sale

#### Of Valuable" Leasehold Property

AT ARUNDEL MANOR 5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtue of a power Under and by virtue of a power of sale contained in a Mortgage from Walter Louis Wagner, Jr. and Phyllis E. Wagner, his wife, to Fraternity Federal Savings and Loan Association, dated March 14, 1955, recorded among the Land Records of Anne Arundel County in Liber JHH No. 910, follo 306, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

#### Saturday, June 4th, 1960 at 10:45 A.M.

at 10:45 A.M.

All those lots known and designated as Lots Nos. 7 and 8 in Block "K" having a frontage on the East side of Arundel Avenue of 40 feet with an even rectangular depth Easterly of 115 feet as shown on the Plat of Arundel Manor recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 350-then Cabinet 2-Rod D-9 Plat 350 and Plat Book 15, folio 3, Section 4, and ALSO Lots known and designated as Lots Nos. 34 and 35 in Block "K" being 40 feet front and rear for a depth of 115 feet more or less as shown on said Plat of Arundel Manor. Said Lots Nos. 7 and 8 being situate on the East side of Arundel Avenue and said Lots Nos. 34 and 35 being situate on the East side of Arundel Avenue and said Lots Nos. 34 and 35 being situate of the West side of Bertram Avenue, Being the same property conveyed to said Mortigagors by Rowill Title Holding Corporation by deed dated March 14, 1955, recorded among the aforesaid Land Records.

Subject to an annual ground rent of \$60; subject also to the legal operation and effect of Agreement between Arco Realty Corporation and Consolidated Gas Electric Light and Power Co. dated August 21, 1929, recorded in FSR 64, folio 329, and also to Agreement in Deed from John F. Schmuff et al to County Commissioners of Anne Arundel County dated January 28, 1953, recorded in JHH 760, fol. 494

IMPROVEMENTS: This property is improved by a two story frame dwelling, 7 rooms and batb, hot-air oil heat.

.TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; six per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS, Attorney named in Mortgage Rogers Building 113 E. Baltimore Street Baltimore. Marvland

Attorney named in Mortgage Rogers Building 113 E. Baltimore Street Baltimore, Maryland ROBERT H. CAMPBELL, Auctioneer

LIBER 125 PAGE 292 OFFICE OF

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLOER OF CONTRACT FOR ANNE ARUNOEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis. Md., June 9 1960
We bereby certify, that the annexed
attornesse Salu.
Attorney's Salu
Walter Louis Wagner, Jr.

was published in

# Evening Canital

Evening Capital
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for
successive weeks before the 4th
day of
insertion being made the 13th. day of
THE CAPITAL GAZETTE PRESS. INC.
JUN 11 AM 10 P47 24. Tilghman
$\epsilon_{l}$

WINSON G. GOTT, Attorney Lee Building Annapolis, Maryland

# Attorney's

### **IMPROVED LEASEHOLD PROPERTY**

AT ARUNDEL MA ELECTION DISTRICT MANOR,

ELECTION DISTRICT

Under and by virtue of the power of sale contained in a Mortgage from Walter Louis Wagner, Jr. and Phyllis E. Wagner, his wife, to Fraternity Federal Savings and Loan Association, dated March 14, 1955, recorded among the Land Records of Anne Arundel County in Liber JHH No. 910, folio 306, the undersigned will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland on

#### Saturday, June 4, 1960 at 10:45 A. M.

All those lots of ground known as Nos. 7, 8, 34 and 35, in Block "K", Arundel Manor; said lots being adjacent and having combined frontage on Arundel Avenue of about 40 feet and on Bertram Avenue of about 40 feet, and a combined depth between said avenues of about 230 feet. IMPROVED by a 2 story frame dwelling, 7 rooms and bath; hotair, oil heat.

For full particulars see The Evening Capital, May 13, 20, 27 and June 3 issues.

WILLIAM C. ROGERS

Attorney named in Mortgage Rogers Building

113 E. Baltimore St.

Baltimore 2, Md.

**OFFICE** 

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIGING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9 , 196	0
We hereby certify, that the annexed	
attorney's Sale	
13788	• •
Malter Louis Wagner, JN	
	_
	_

was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for _2
successive weeks before the 4th
day of
insertion being made the 2 Ltla day of
- 177 ay
THE CAPITAL GAZETTE PRESS INC
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No. M. G. \_\_

196

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,788 Equity
WILLIAM C. ROGERS, Attorney
Named in Mortgage
Versus
WALTER LOUIS WAGNER, JR.
AND
PHYLLIS E. WAGNER, his wife
Ordered, this 7th day of June,
1960, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage BE RATIFIED AND
CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of July next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of July next.
The report states that the

next.
The report states that the amount of sale was \$5500.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Annapolis, Md., . We bereby certify, that the annexed rder Misi. Sa Walter Louis Wagner,

was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for _4
successive weeks before the 18th
day of July

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. 4960 JUL 11 PM 1:59

In the Case of LEER 125 PAGE	295	
	In the	
William C. Rogers,	C:	
Attorney named in Mortgage VS.	Circuit Court	
Walter Louis Wagner, Jr.	For	
and		
Phyllis E. Wagner, his wife	Anne Arundel County No. 13,788 Equity	
To the Honorable, the Judges of said Court:		
The Auditor reports to the Court that he has examined the	proceedings in the above entitled cause, and from	
themshe has stated the within account.		
·		
· · · · · · · · · · · · · · · · · · ·		
•		
······································		
	······	
All of which is respectfully submitted.	$=$ $\sim$ $\sim$	
	aure K Socklin	
July 28, 1960	Auditor.	

FILED 1960 AUG-2 AM 11:19 Dr.

William C. Rogers, Attorney named in Mortgage vs. Walter Louis Wagner, Jr., and Phyllis E. Wagner, his wife To Attorney for Fee, viz: , 100 00 To Attorney for Commissions, viz: 195 85 295 85 To Attorney for Court costs, viz: Plaintiff's Solicitor's appearance fee 10 00 Clerk of Court - Court costs 28 00 Auditor - stating this account 13 50 51 50 To Attorney for Expenses, viz: Capital-Gazette Press - advertising sale 108 | 52 Capital-Gazette Press - order nisi (sale 15 00 12 00 Capital-Gazette Press - order nisi (acct) Speer Publications, Inc. - handbills 13 | 12 13 00 Fidelity & Deposit Co.of Md. -bond premium Robert H. Campbell - auctioneer's fee. 35 00 One-half Federal documentary stamps 3 03 05 One-half State documentary stamps 6 207 22 Herbert C. Moore - notary fees 1 50 To Attorney for Taxes, viz: 1960 State and County taxes - 5 months 40 87 40 87 4 days To Attorney for Ground Rent, viz: Semi-annual ground rent (\$30.00) due 9/14/60 - 2 months 21 days 13 49 13 49 To Fraternxity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim 4,929 39 4,929 39 5,538 32 Amount of mortgage claim filed 5,717 90 Interest thereon from 6/1/60 to 9/1/60 -64 3 months @  $4\frac{1}{2}\%$ 5,782 23 Cr. Amount allowed above 4.929 39 Balance subject to decree in personame 852 84

William C. Rogers, Attorney named in Mortgage

1960 June Proceeds of Sale 5,500 00 Interest on deferred payment of \$5,000.00 - 1 month 16 days 5,538 32 38 32 5,538 32

ORDER NISI LEER 125	
William C. Rogers, Attorney named in Mortgage	CIRCUIT COURT
VERSUS	For
Walter Louis Wagner, Jr.,	
Phyllis E. Wagner, his wife	
	day of August 19.60, That the above entitled cause,
In the Circuit Court for Anne Arundel County, once in each of	ovided a copy of this Order be inserted in some newspaper three successive weeks before the cember next.
FILED 1960 SEP-7 PM 12:5	3 Regamin Michaelor Judge

# Maryland Gazette

LIBER 125 PAGE 299

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO 13,788 Equity
WILLIAM C. ROGERS, Attorney
Named in Mortgage
versus
WALTER LOUIS WAGNER, JR.,
and PHYLLIS E. WAGNER, his
wife

wife
Ordered, this 2nd day of August, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of September next.

GEORGE T. CROMWELL, Clerk True Copy, TEST:
GEORGE T. CROMWELL, Clerk A-18

CERTIFICATE	<b>OF</b>	PUBL	<b>ICATION</b>
-------------	-----------	------	----------------

Annapolis, Md., Jugust 18, 1960
We bereby certify, that the annexed
arder Die - and auct - Ex. 13,788
- Walter Louis Wagner, Jr.
was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3
successive weeks before the (_ LTh)
day of Systember, 1960. The first
insertion being made the 4 Lay day of
August
FILE CAPITAL-GAZETTE PRESS, INC.
AUG 18 PM 1830 Mires Tate

No. M. G./6720

AURORA FEDERAL SAVINGS AND LOAN	Docket Folio
	Case No. 13770 Equaty
ASSOCIATION, a body corporate,	IN THE
vs.	CIRCUIT COURT
JOHN G. MESSERSCHMIDT,	FOR
and	ANNE ARUNDEL COUNTY
GARNET P. BOWER	IN EQUITY
To the Honorable, the Judge of said Court:	
The petition of the plaintiff respectfully	represents
That on the 21st day of May A.D.	1957the defendants executed and delivered
to AURORA FEDERAL SAVINGS & LOAN ASSO	CIATION, a body corporate, a mortgage upon
certainLeaseholdproperty inAnne.An	rundelCounty, therein described, to secure
the payment of the mortgage debt of \$10,.750,00	and interest as therein mentioned, wherein
said mortgagor s assented to the passage of a decree	for the sale of said mortgaged property, to take
place at any time after any default in any covenant o	r condition of said mortgage; all which will appear
from said mortgage, marked "Petitioner's Exhibit No	
That your petitioner files herewith an A President of Aurora Federal Savings and Loan Status of the defendants herein, who are the which affidavit is marked "Petitioner's Exhipart of this petition.	e present owners of the mortgaged property,
That default has now occurred in the per Mortgage and in the payment of the debt now the aforesaid Mortgage.	
	be passed for the sale of said property in accord-
ance with the terms of said mortgage.	
And as in duty, &c.	
	<i>:</i>
·	Lilian Province

FILED 1960 APR 30 AM 9:27 Attorney for Plaintiff

1

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

LIBER 1124 PAGE 4

This Mortgage, made this

21st day of

. . . . . . . . . . . . .

No. 13,770 Equity

in the year one thousand nine hundred and fifty-seven

. between

JOHN G. MESSERSCHMIDT and GARNET P. BOWER,

of

Anne Arundel County

in the State of Maryland, Mortgagor(s),

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said JOHN G.
MESSERSCHMIDT and GARNET P. BOWER,

the sum of Ten Thousand Seven Hundred Fifty and 00/100 (\$10,750.00)

dollars.

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of Six (62) per cent per annum, in the manner following:

By the payment of **Seventy-seven and 05/100 (\$77.05)**on or before the **20th** day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOHN G. MESSERSCHMIDT and GARNET P. BOWER,

do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County.

State of Maryland, and described as follows:

LOT NO. EIGHTEEN (18), fronting 100.41 feet on the south side of Broadwater Road, a County Road now 30 feet wide, as said lot is shown and designated on a Plat entitled "Windsor Forest, Inc., near Mago Vista Beach." which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Folio 16, etc., SAVING AND EXCEPTING, HOWEVER, out of the above described lot of ground, a strip of land, five (5) feet wide, lying south of but bounding on the northernmost boundary line of the lot of ground above described, between the westernmost boundary line of said lot, and the easternmost boundary line thereof, which land, so reserved, has been dedicated to public use, as an addition to the bed of said Broadwater Road, thus widening said road to a width of thirty-five (35) feet.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded ar intended to be recorded among the Land Records of Anne Arundel County prior hereto from Artistic Homes, Inc. unto John G. Messerschmidt and Garnet P. Bower, as Tenants in common.

FILED 1960 APR 30 AM 9:27

# LIBER 1124 FAGE 5

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in the said together the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of t

the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Bight (\$108.00) Dollars payable in even and equal half-yearly installments on the 13th days of June and December in each and every year.

SUBJECT ALSO to the legal operation and effect of the restrictions, conditions, covenants and agreements set out in a Deed dated March 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 815, Folio 457 from Windsor Forest, Inc. to Samuel J. Anderson and wife, AS MODIFIED by an Agreement dated July 11, 1956 and recorded among the Land Records aforesaid in Liber G.T.C. No. 1046, Folio 6 between Windsor Forest, Inc. and Artistic Homes, Inc.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.
- III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.
- IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgager(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.
- V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.
- VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the 20th day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.
- VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.
- IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.
- X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether, under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of, all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, said advertisement or notice, all expenses incident to the said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

### LIBER 1124 PAGE 7

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

Elsie Curtis

John G. Messerschmidt)

Sant & Bouse. (SEAL)

(Garnet P. Bouer)

#### STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 21st day of May in the year one thousand nine hundred and fifty-seven , before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN G. MESSERSCHNIDT

, the mortgagor (s), named in the aforegoing mortgage and the companion they acknowledged said mortgage to be the companion their act.

At the same time also appeared, JCHN L. FISHER,
President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

Notary Public.

BALTINOT Record for record May 4, 1959

Record for record May 4 Podlich

T. A. T.

FROM

JOHN C. HESSERSCHUM, and

TO

AURORA FEDERAL SAVINGS AND

LOAN ASSOCIATION

Block No.

Block No.

Block No.

Block No.

Block No.

Block No.

Received for record

At the Land Records of the Collection of

Lot No. 18 Broadwater Road
Ame Arundel County
Description approved

Execution approved

, \* ., # \*.

\*00

# Military Affidavit under Soldiers' and Sainers' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942 PETITIONER'S EXHIBIT NO. 1

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,
vs.
JOHN G. MESSERSCHMIDT,
a n d
GARNET P. BOWER
1

IN THE

### CIRCUIT COURT

FOR

ANNE ARUNDEL

.COUNTY

IN EQUITY

Docket Folio
Case No. 13770 Equity

Filed .....

#### Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

- s are
  (1) said defendant/s not in the military service of the United States,
- (2) said defendant/s not in the military service of any nation allied with the United States,
- (3) said defendant/has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant/is not a member of the Enlisted Reserve Corps who have dered to report for military service.

Affiant.

i co-Procident

(Dwight F. Brunk)

Subscribed and sworn to before me

this 17 K

lay of April

April 19 60.

Notary Public

ELSIE CURTIS

FILED

1960 AIPR 30 IIM 9 27

OF THE CONTENTS OF THE STATE OF

AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate.

υs.

JOHN G. MESSERSCHMIDT and

GARNET P. BOWER

DOCKET FOLIO CASE NO. /3,770.

IN THE

### **CIRCUIT COURT**

**FOR** 

ANNE ARUNDEL COUNTY

IN EQUITY

### STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage from JOHN G. MESSERSCHMIDT and GARNET P. BOWER to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 21st day of May, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1124, Polio 4, secured by the leasehold premises known as Lot No. 18 on the south side of Broadwater Road, WINDSOR FOREST.

> Original Loan -----\$ 10,750.00 Amount repaid -----Loan Balance -----\$ 10,000.69 Interest to 5/27/60 -----216.18 20.90 \$ 10,237.77 Credit Expense Account --\$ 10,092.10

> > L SAVINGS AND LOAN ASSOCIATION Viće-President Brunk)



STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

year nineteen hundred and ......sixty...... before me, a ..Notary..Public...... of the State of Maryland, in and for said City of Baltimore, personally appeared

Vice-President of Aurora Federal Savings and Loan Association, a body corporate,

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

witness my hand and Notarial Seal.

1960 APR 30 AM 9: 27

Notary Public.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

JOHN G. MESSERSCHMIDT and

GARNET P. BOWER

DOCKET	FOLIO		
CASE No	13770	Esuite	: •
FILED		0	

IN THE

### **CIRCUIT COURT**

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

#### DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is Thereupon, this day of in the year nineteen hundred and sixty by the Circuit Court for ANNE ARUNDEL County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that.....WILLIAM F. PODLICH......be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten..Thousand.Nine.HundredDollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in.ANNE..ARUNDEL......County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their .p.exsonal..... representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause. Mother

FILED

1960 MAY -5 AM 11:48

Approximate Value of Property \$10,900.00

	COLUMN COLUMN
AURORA FEDERAL SAVINGS AND LOAN	DOCKETFOLIO
	CASE NO.
ASSOCIATION, a body corporate,	FILED
· vs.	IN THE
	CIDCIITE COLIDE
JOHN G. MESSERSCHMIDT and	CIRCUIT COURT
GARNET P. BOWER	FOR  ANNE ARUNDEL COUNTY
	IN EQUITY
AMENDED STATEMENT OF M	AIM OF AURORA FEDERAL SAVINGS
AND LOAN ASSOCIATION, a body corporate, JOHN G. MESSERSCHMIDT and GARNET P. BOWE AND LOAN ASSOCIATION, a body corporate, and recorded among the Land Records of A G.T.C. No. 1124, Folio 4, secured by the Lot No. 18 on the south side of Broadwat	under the Mortgage from R to AURORA FEDERAL SAVINGS dated the 21st day of May,1957, nne Arundel County in Liber
Original Loan	\$10,750.00
Amount repaid	<u>749.31</u>
Loan Balance Interest to 6/3/60	\$10,000.69
Penalties	
	20.70
Credit Expense Account	\$10,298.03
order Emperod Meddant description	\$10,179.05
	/7
AURORA 1	FEDERAL SAVINGS AND LOAN ASSOCIATION
By X	Just Williams
	Dwight F. Brunk, Vice-President
Solings and Con PORA	, and the second
1395 Collins Fed WW. 1995 Collins Fed WW. 1995 Collins Fed Www. 19	
	·
STATE OF MARYLAND, CI	TY OF RAITIMORE Set
I HEREBY CERTIFY, That on this	and the No.
ear nineteen hundred andSixty, before	day ofMay in the
tate of Maryland, in and for said City of Baltimor	•
DWIGHT F. BRUNK Vice-President of Aurora Federal Savings and	Tonn Association a hody community
ne plaintiff in the above entitled cause, and made os	th that the foregoing is a true statement of

THORE. NO.

the amount of the mortgage claim under the mortgage filed in the said cause now remaining due

and unpaid.

IN THE CIRCUIT COURT

#### OF ANNE ARUNDEL COUNTY

r 10 page 262

STATE OF MARYLAND

Bond No. 16 461 60

Aurora Federal Savings and Loan Association

versus

John G. Messerschmidt and Garnet P. Bower

BOND OF TRUSTEE TO SELL REAL ESTATE

No. 13,770 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Meyerhoff Building, Baltimore 1, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Nine Hundred and 00/100 - - - - - - - - - - - - - Dollars (\$ 10,900.00 ) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 3rd in the year of our Lord one thousand, nine hundred and sixty

day of June

WHEREAS THE ABOVE BOUNDEN William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of
Anne Arundel County has been appointed trustee to sell
Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

John G. Messerschmidt and Garnet P. Bower

now pending in said Court.

Elsie Curtis

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him. by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Test:

.

William F. Podlich

(SEAL)

IIIIam F. Podiich

.....(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Howard J. McNamara Attorney in fact.

3331

FILED
1960 JUN-1 AM 10: 06

Bond approved this \_\_\_\_ day of \_\_\_\_\_\_

W

WILLIAM F. PODLICH, Solicitor 301 Meyerhoff Building, Baltimore 1, Maryland

### Trustee's Sale

#### OF VALUABLE LEASEHOLD **PROPERTY**

NO. 18 BROADWATER , WINDSOR FOREST, D ELECTION DISTRICT THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY By Decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will aell at Public Auction, on the premises on

#### Friday, June 3, 1960 At 2:30 o'clock P. M. (D. S. T.)

all that leasehold lot of ground and premises situate in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

County, State of Maryland and described as follows:

Lot No. EIGHTEEN (18) fronting 100.41 feet on the south side of Broadwater Road, a county road now 30 feet wide, as said lot is shown and designated on a Plat entitled "Windsor Forest, Inc., near Mago Vista Beach," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 24 folio 16, etc., SAVING AND EXCEPTING, However, out of the above described lot of ground, a strip of land, five (5) feet wide, lying south of but bounding on the northernmost boundary line of the lot of ground above dexcribed, between the westernmost boundary line of the lot of ground above dexcribed, which land, so reserved, has been dedicated to public use, as an addition to the bed of said Broadwater Road, thus widening said road to a width of thirty-five (35) feet.

SUBJECT to an annual ground

SUBJECT to an annual ground rent of One Hundred Eight (\$108.-

00) Dollars. IMPROVED by a split-level

frame dwelling.

The property will be sold subject to the legal operation and effect of the conditions, restrictions lect of the conditions, restrictions and agreements set out in a Deed dated March 2, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 815, follo 457, from Windsor Forest, Inc. to Samuel J. Anderson and wife, AS MODI-FIED by Agreement dated July 11, 1956, and recorded among the Land Records aforesald in Liber, G.T.C. No. 1046, follo 6, between Windsor Forest, Inc., and Artistic Homes, Inc.

TERMS: CASH upon ratifica-

windsor Forest, Inc., and Artistic Homes, Inc.

TERMS: CASH upon ratification of sale by the Court; all taxes, ground rent and other Public Dues and Charges, are to be adjusted to date of sale, and all annual benefit charges or assessments, imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or beneifting said property, whether assessment therefor has been actually levied or not, shall be paid by the Seller to the date of sale, or allowance made therefor to the Buyer to said date, and thereafter payment of all such annual benefit charges or assessments for such public improvements ahall be assumed by the Buyer.

DEPOSIT of \$500.00, required at sale; balance to bear interest at six per cent from date of sale.

WILLIAM F. PODLICH,

WILLIAM F. PODLICH.

Trustee
E. T. NEWELL & CO., INC.,

OFFICE (

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md.,	<u>م</u> ے_19
We bereby certify, that the annexed	
Trusteis Sale	
Lat no. 18 Broadwater Ro	rd.
was published in	

Maryland Gazette
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the _3.4.d
day of
insertion being made the day of
THE CAPITAL-GAZETTE PRESS, INC.
LED By H. Tilghomeso
-6 AM 9:54

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

VE

JOHN G. MESSERSCHMIDT and GARNET P. BOWER

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

DOCKET 19 FOLIO 7

EQUITY NO. 13777

#### CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 3rd day of June, 1960, the undersigned Auctioneer did sell the leasehold property known as Lot No.18 on the South side of Broadwater Road, "Windsor Forest, Inc., near Mago Vista Beach" (as described in the attached advertisement of sale) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said sale was fairly made.

E. T. NEWELL & CO.,

By Mannyeau Its President-Auctioneer

#### CERTIFICATE OF PURCHASER

1960 JUN-9 PH 12:5

γ

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

IN THE

-va-

CIRCUIT COURT

8 -

FOR ANNE ARUNDEL COUNTY

DOCKET 19 - FOLIO 7 - CASE NO. 13,770

JOHN G. MESSERSCHMIDT and GARNET P. BOWER

#### REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT: '

The Report of Sale of William F. Podlich, Trustee appointed by the Decree in the above entitled cause, to make sale of the leasehold premises Lot No. 18, Broadwater Road, WINDSOR FOREST, in the 3rd Election District of Anne Arundel County, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in THE MARYLAND GAZETTE, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee, William F. Podlich, did pursuant to said notice on Friday, the 3rd day of June, 1960, at 2:30 o'clock, P.M., attend on the premises and then and there sold at Public Auction the property above referred to, unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Eight Thousand (\$8,000.00) Dollars, it being, at that figure, the highest bidder therefor, to be paid in CASH upon ratification of said sale; the said property so sold being more particularly described in a copy of the advertisement of sale which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he has received from the purchaser, the deposit of Five Hundred (\$500.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, same being as set out in said advertisement annexed hereto.

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1960 JUN-9 PM 12: 26

Said Trustee reports further that said property, so sold, was not owned by any individual whose Military Status could, or might, affect the right of said Trustee to make said sale.

Said Trustee files herewith a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich) Trustee

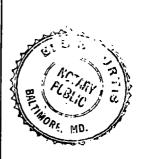
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7 the day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

ELSHE CURTIS

Notary Public



# ORDER NISI

LIBER 125 PAGE 314

AURORA FEDERAL SAVINGS AND LOAN	)	
ASSOCIATION, a body corporate		
versus	CIRCUIT COURT	
JOHN G. MESSERSCHMIDT and	FOR	
GARNET P. BOWER	ANNE ARUNDEL COUNTY	
	No. 13,770 Equity	
Ordered, this 9th day of Property in these proceedings	June, 19 60, That the sale of the mentioned,	
made and reported by William F. Podlich,	Trustee	
BE RATIFIED AND CONFIRMED, unless cause to t day of next; I published in Anne Arundel County, once in each of thr day of next.  The report states that the amount of sale was \$		
**************************************		
True Copy,	Clerk.	
TEST: (Final Order) AURORA FEDERAL SAVINGS AND LOAN	Clerk.	
ASSOCIATION, a body corporate		
versus	CIRCUIT COURT	
JOHN G. MESSERSCHMIDT and	FOR	
GARNET P. BOWER	ANNE ARUNDEL COUNTY	
Confirmed no cause to the contrary having been shown	day of	
FILED	JUDGE.	

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

R OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIBING

#### **Order Nisi**

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,770 Equity AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

JOHN G. MESSERSCHMIDT and GARNET P. BOWER
Ordered, this 9th day of June. 1960, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of July next.

weeks below the next.

The report states that the amount of sale was \$8,000.00.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk Jy-7

### CERTIFICATE OF PUBLICATION

Annapolis, Md.,
We hereby certify, that the annexed
Order Mr. Sale
- Order Mr. Sale
John G. Messerschmidt
was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 18th
day of, 1960. The first insertion being made the _/& th day of
insertion being made the 16 ddc day of
THE CAPITAL-GAZETTE PRESS. INC.
- Wujil

FILED JUL NI MMG 1:59

LIBER 125 PAGE 316 In the Case of In the Aurora Federal Savings and Loan Association, **Circuit Court** a body corporate For John G. Messerschmidt and **Anne Arundel County** Garnet P. Bower No. 13,770 Equity. To the Honorable, the Judges of said Court: The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from themshe has stated the within account. All of which is respectfully submitted. July 25, 1960

> FILED 1960 JUL 27 PM 1:37

Dr.

Aurora Federal Savings and Loan Association, a body corporate

<u>v</u> s	John G. Messerschmidt and Garnet P. Bow	a body ( er	orpo	rate .	,
	To Trustee for Fee, viz: To Trustee for Commissions, viz:	35	00	306	80
	To Trustee for Court costs, viz: Plaintiff's Solicitor's appearance fee Clerk of Court - Court costs Auditor - stating this account and two copies	29	00 50 50	62	00
	To Trustee for Expenses, viz: Capital-Gazette Press - advertising sale Capital-Gazette Press - order nisi (sale Capital-Gazette Press - order nisi (acct U.S. Fidelity & Guaranty Cobond premiu E.T. Newell & Co., Inc auctioneer's fee Judgment reports One-half Federal documentary stamps One-half State documentary stamps Elsie Curtis - notary fees	15 12 12 21 25 4 4	00 00 80 00 00 40 80	177	00
	To Trustee for Taxes, viz: 1960 State and County taxes(\$183.18) - adjusted - 5 months 3 days	77	86	77	
	To Trustee for Ground Rent, viz: Ground rent (\$54.00) due 6/13/60 - 5 months 20 days	51	00	51	00
	To Trustee for Benefit Charges, viz: Metered water to 6/3/60	8	00	8	00
	To Aurora Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	7,419	85	7,419 8,102	
	Amount of mortgage claim filed	10,179	05		
-	Interest on principal balance of \$10,000.69 from 6/3/60 to 9/6/60 - 3 months 3 days @ 6%	10,179	}	,	
		10,334	05		
	Cr. Amount allowed above	7,419	85		
ſ.	Balance subject to decree in personam	2,914	20	·	. :
					; ; ; ;

William F. Podlich, Trustee

Cr.

<del></del>		william F. Podlich	, irustee		· · · · · · · · · · · · · · · · · · ·	
1960						
June	3	Proceeds of Sale	8,000	00		
		Interest on deferred payment of				
		\$7,500.00 - 1 month 18 days	. 60	00	8,060	00
		Refund 1960 water and sewer benefit charges (\$35.14) - 6 months 27 days		27		
					÷	
		Refund on fire insurance premium	·			
		of \$26.00 - 10 months	. 22	24	42	51
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ORDER NISI	ER 125 PAGE 319 In the
Aurora Federal Savings and Loan Association, a body c	CIRCIIT COURT
VERSUS	For
John G. Messerschmidt	THE THE PLANT OF THE PARTY OF T
Garnet P. Bower	No. 13,770 Equity.
ORDERED, This 27th	day of
Report and Account of the Auditor, filed this d	ay in the above entitled cause,  Hi E
day of September	ach ofthreeuccessive weeks before the
Annual report and Account of the Annual	be and the same is hereby finally ratified and confirmed, no cause
1960 SEP -7 PM 12	:53 Benjamin Michaelen Judge.

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# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,770 Equity
Aurora Federal Savings and Loan
Association. a body corporate
versus
JOHN G. MESSERSCHMIDT and
GARNET P. BOWER
Ordered, this 27th day of July,
1860. That the Report and Account
of the Auditor, filed this day in the
above entitled cause BE RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 6th day of
September next: Provided, a copy
of this Order be inserted in some
newspaper published in Anne
Arundel County, once in each of
three successive weeks before the
6th day of September next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-18

Annapolis, Md, Jugust 18 , 1960 We bereby certify, that the annexed arder Misi- and acet. - Eg 13, 770

was published in

# Manuland Gazotto

" do apara Jugana
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for _3
successive weeks before the L. Th.
day of, 1960. The first
insertion being made the 4th day of
August 1960.
FILTHE CAPITAL-GAZETTE PRESS, INC.
AUG 18 PM BDQ Mary Tate

No. M. C. -14244

1960

FRANKIE WILSC & SONS, INC., A Body Corporate, 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md., COMPLAINANT

**V**S

WILLIAM D. LEVY AND CATHERINE LEVY, HIS WIFE, Ferndale, Md.

JACOB F. ALTVATER AND LYDIA A. ALTVATER, HIS WIFE, 6100 Reisterstown Road, Baltimore, Md.

Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in

LOTS 21 AND 22, BLOCK H, GARLAND, AS shown on Plat Book No. 4 Folio 4 5th Election District, Anne Arundel County, Md.,

LOTS 20, 21, 22, 26 AND PARTS NOS. 27 AND 28, ELVATON PARK, as shown on Plat Book No. 3 Folio 21 3rd Election District, Anne Arundel County, Md.

RESPONDENTS

LIBER 125 PAGE 321

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL

COUNTY

EQUITY NO./3.735

#### BILL OF COMPLAINT

1. That by deed, dated October 19, 1948, and recorded among the

Frankie Wilson & Sons, Inc., by its Attorney, Frankie Wilson, respectfully shows:

Land Records of Arme Arundel County in Liber JHH 495, folio 444, Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County, conveyed unto Walton D. Wilson, Lots 20, 21, 22, 26 and parts of Lots 27 and 28 Elvaton Park, as shown on Plat Book WNW 2, folio 66, later Cabinet 1, Rod I, Plat 5, now Plat Book No. 3 Plat No. 21, a certified copy of which deed is filed herewith, marked "Complainant's Exhibit No. 1", and prayed to be taken as a part hereof.

2. That by deed, dated October 1, 1949, and recorded among the aforesaid Land Records in Liber JHH No. 541, folio 75, Walton D. Wilson conveyed, along with other lots, the above lots, unto Frankie Wilson & Sons, Inc., a certified copy of which deed is filed herewith, marked "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.

- 3. That the 'ounty Commissioners acquired their interest in said lots by purchase at a public sale of said lots, sold by Joseph H. Griscom, Sr., Treasurer as aforesaid, on July 22 to the County Commissioners of Anne Arundel County, for the sum of twenty-eight dollars being the same land which by deed, dated February 8, 1926, and recorded among the aforesaid Land Records in Liber WMB 22, folio 119, were conveyed by Robert H. Simpson and wife unto Jacob F. Altvater and Lydia A. Altvater, his wife, copy filed herewith marked "Complainant's Exhibit No. 3\*, some of which was sold by the County Commissioners to the State Roads Commission, and remainder sold to Walton D. Wilson, as above set forth.
- 4. That on the 4th day of February 1960, Edward M. Dunn, County Treasurer, issued Tax Sale Certificate No. 2839 to the County Commissioners of Anne Arundel County, in accordance with Article 81, section 89-I of the Annotated Code of Maryland (1943 Supplement) as Amended, which certificate has been assigned by the County Commissioners of Anne Arundel County to Walton Dismukes Wilson, and reassigned by him to the complainant herein, filed herein as "Complainant's Exhibit No. 4".
- That by deed, dated July 16, 1946, C. Albert Hodges, Late Treasurer, et als, of Anne Arundel County, conveyed to Walton D. Wilson, Lots 21, 22, Block H, Garland, as shown on Plat filed among the Plat Records of Anne Arundel County in Plat Book Folio No. 4 which deed is recorded among the afore-No. said Land Records in Liber JHH 370, folio 169, copy of which is filed herewith, marked "Complainant's Exhibit No. 5" and prayed to be taken as a part hereof.
- That by deed, dated October 1st, 1959, Walton Dismukes Wilson conveyed said lots unto Frankie Wilson & Sons, Inc., recorded among aforesaid Land Records in Liber JHH No. 541, folio 75, a certified copy of which is filed herewith, marked "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.
- That the County Commissioners acquired their interest in said lots by purchase at a public sale of said lots, sold by

Joseph H. Gr com, Sr., Treasurer, on Oc ber 14, 1941, for the sum of \$18.36, advertised and sold under the name of William D. Levy, and being the same lots which by deed, dated Feb. 25, 1931 and recorded among the Land Records of Anne Arundel County in Liber FSR 83, folio 355, were conveyed by The Garland Development Co. to William D. Levy and Catherine Levy, his wife, a copy of which deed is filed herewith, marked "Complainant's Exhibit No. 6" and prayed to be taken as a part hereof.

- 8. That on the 9<sup>th</sup> day of February, 1960, Edward M. Dunn,
  Treasurer and Collector of Anne Arundel County, issued Tax Sale
  Certificate No. 2835 to the County Commissioners of Anne
  Arundel County, in accordance with Article 81, Section 89-I of
  the Annotated Code of Maryland (1943 Supplement) as amended.
  Said certificate is filed herewith, marked "Complainant's Exhibit
  No. 7" and prayed to be taken as a part hereof.
- 9. That on the dates of sale, as above set forth, the said lots were assessed respectively to: William D. Levy and wife, and Jacob F. Altvater and wife, according to the tax roll, Equity and Orphans' Court records of Anne Arundel County.
- 10. To redeem the lots, it is necessary that the Defendants pay the sums of \$18.36 and \$28.00 respectively as above set forth, together with interest from the date of sale, and reimburse the Complainant for amounts due under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland (1943 Supplement), as Amended.
- 11. Said properties have not been redeemed by any party of interest, although more than one year and a day from the date of sale has expired.
- 12. The Complainant prays for writ of subpoena, directed to the Defendants, summoning them to be and appear in this Court on some certain day to be named therein, to answer the premises and abide by such decree as may be passed herein.
- 13. The Complainant prays the Court for an Order of Publication, directed to all parties of interest, their heirs, assigns, next

Page 4

of kin, and parties claiming to have n interest in the aforesaid lots.

14. The Complainant prays the Court to pass a final decree, foreclosing all rights of redemption of the Respondents, their heirs, next of kin, and all other persons claiming by, through or under them, and vesting in the Complainant a title free and clear of all encumbrances.

FRANKIE WILSON & SONS, INC.

Walton D. Wilson, Vice President. Frankie Wilson, Solicitor for Complainant,

Complainant, 25 Baltimore-Annapolis Blvd., N.W., Glen Burnie, Maryland.

### STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 10th day of February, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Walton D. Wilson, Vice President of Frankie Wilson & Sons, Inc., who made oath in due form of law that the facts as above set forth are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notary Seal.

Vivian D. Sc

Vivian D. Schaumloeffel, Notary Public

LIBER 495 PAGE 444

### .

Eq. 13735

# LIBER 125 PAGE 325

No STAMPS REQUIRED Frankie Wilson

This DEED, hade this 19th day of Cotember, in the year one thousand nino hundred and forty-eight, by Joseph H. Griscom, Sr., County Treasurer of Anne Arundel County, in the State of Maryland, and the County Commissioners of Anne Arundel County, State of Maryland, a body corporate, of the first part, GRANTORS, and Walton D. Wilson, of the same County and State, of the second part, GRANTER.

EXERCAS default having occurred in the payment of State, County and School taxes due and owing on the property hereinafter mentioned, and C. Albort Modges, then Collector of said taxes, under and by virtue of the provisions of the Laws of the State of Maryland, in compliance with the duties thereof imposed upon him, having first complied with all of the provisions of the law in relation thereto, proceeded to and did sell the hereinafter described property to enforce the payment of said taxes so in default unto the County Commissioners of Anne Arundel County, who was then and there the highest bidder therefor; AND

Whereas the said sale has been duly ratified by the Circuit Court for Anne Arundel County and order nisi passed thereon; AND

Whereas Joseph H. Grisocm, Sr., is authorized according to law to execute this deed, all of which will appear in more detail by reference to the following tax sale proceedings recorded in the Circuit Court for Anne Arundel County:

No. 1227, "In the Natter of Sale of the Land of Jacob F. Altvater and Lydia A. Altvater, his wife,"

recorded in Proceedings of Tax Sales Liber FSR No. 3, folio 361.

NOW, T'EREFORE, THIS DEED WITHERSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the parties of the first part, CRANTORS, do hereby grant and convey unto said Walton D. Wilson, his heirs and assigns, in fee simple, all those lots, pieces or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, in the State of Maryland, designated as follows:

All those lots of ground designated and known as numbers 20, 21, 22

FILED

and 26, and the remainder of lots numbers 27 and 28 Elvaton Park, as shown on plat of Elvaton Park recorded among the Plat Records of Anne Arundel County in Plat Book WMW No. 2, folio 66 (now Cabinet 1, Rod I, Plat 5), and also as shown by State Roads Plat No. 2789 of record in the Circuit Court for An 'e Arundel County.

HEING the same lots of ground which by deed, dated February 8, 1926, and recorded among the aforesaid Land Records in Liber VMB No. 22, folio 119, were conveyed by Robert L. Simpson and wife to Jacob F. Altvater and Lydia A. Altvator, his wife,

SAVING AND EXCEPTING THEREOUT so much thereof as conveyed by the ·County Commissioners of Anne Arundel County to the State Roads Commission as per State Roads Plat 2789.

TOGETHER with the buildings and im rovements thereupon erected, made or being, and the rights, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO LAVE ALLO TO LOLD the above described ground and premises, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Walton D. Wilson, his heirs and assigns, in fee simple.

WITHESS the hand and seal of Joseph H. Griscom, Sr., Treasurer and Collector of Taxes of Anne Arundel County, together with the signature of the President County Commissioners od Arme Arundel County, and its

oorporate sea

TEGT:

Grisoom, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County

County Commissioners of Anne Arundel County,

STATE OF LARYLAND, OANE ARUNDEL COUNTY, TO Wit:

I HEREST CERTIFY, That on this 19th day of Captember, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph H. Griscom, Sr., and Weems R. Duvall, President of the County Commissioners, as aforesaid, and each acknowledged the foregoing deed to be their act, and Weems R. Duvall further made cath in due form of law that he is the duly authorized agent of said County Commissioners to execute this deed.
AS WITHESS my hand and Notarial Seal.

Recorded- 19th-Oct.-1948-at-11:00-A.M. \_ 2 - Clemence

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J.H.H. No. 495, folio 444, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 20th. day of January, 1960, A. D.

George T. Cromwell, Clerk



LIBER 541 RACE 75

LIDER 125 PAGE 328

Professional Company

THIS DEED, hado this let day of October in the year one thousand nine hundred and forty-nine, by Walton Dismukes Wilson and Renneth E. Wilson, of Anne Arundel Jounty, in the State of Taryland, of the first part, CRANTONS, and Francie Wilson & Cons, Inc., a body correcte of the State of Laryland, of the second part, CRANTEE.

other good and valuable considerations, receipt whereof is hereby asknowledged, the said parties of the first part to grant and convey unto the said Frankle Wilson & Sons, Inc., its successors and assigns, in fee simple all those lots of ground cituate in the County of Inne Arundel, State of laryland, described in the following deeds:

- 1. Dood, lated Politicary 26, 1947, and recorded arong the Land Records of Anno Arandel County in Liber 333, No. 833, felio 315, From Lester L. Burrett and George B. Moelfel, Truebees to Walton D. Wilson and Remarks E. Wilson.
- 2. Deed, dutod October 21, 1960, and recorded arong aforesaid Land describe in Liber J.E. No. 380, folio 285, from Provide Vilson to Walten Dismutes Wilson.
- 5. Deel, dated Hovember 20, 1348, and recorded emong aforecald heal Records in Liber JH No. 391, folio 181, from Frankie Wilson to Walton D. Wilcon
- 4. Doed, dated July 13, 1940, and proceeded arong aforesaid Land Records in Liber JLE Vo. 370, folds 160, from C. Albert Hodges, of als. to Walten Manufes Wilson.
- 5. Deed, dated August 9, 1947, and recorded among aforesaid Land Records in Liber JEH No. 424, folio 50, from Frank Leonard and wife to Welton Dismukes Wilson.
- 6. Deed, dated October 1, 1947, and recorded among aforesaid Land Records in Liber JET No. 436, folio 179, from Staniclaw Wisniewski and wife to Walton D. Wilson.
- 7. Deed, dated Cotober 19, 1948, and recorded among aforesaid Land Records in Liber JEH No. 495, folio 444, from Joseph H. Grisomm, Cr., et al. to Walton D. Wilson.
- 8. Deed, dated April 26, 1947, and recorded among aforesaid Land Records in Liber Jul No. 406, folio 228, from F. Irvin Smith, et als. to Walton D. Wilson.
- 9. Deed, dated July 29, 1947, and recorded among aforesaid Land Records in Liber JHH No. 422, folio 440, from Robert A. Gilbert and wife to Walton D. Wilson.
- 10. Deed, dated March 23, 1948, and recorded among aforesaid Land Records in Liber JHH No. 461, folio 421, from Joseph H. Griscom, Sr., ot al. to Walton Dismukes Wilson.
- 11. Deed, dated September 2, 1947, and recorded among aforosaid Land Records in Liber JHH No. 461, folio 425, from Lewis E. Davis to Walton D. Wilson.
- 12. Deed, dated September 24, 1947, and recorded among aforesaid Land Records in Liber JHH No. 461, 427, from Anthony J. Ena and wife to Walton D. Wilson.

**- 1 -**



DCUMENTARY

- Doed, dated July 22, 1943, and recorded among aforesaid Land Records 15. in Liber JEE No. 481, folio 73, from Robert E. Borland, Jr. and wife to Walton Dicmulsos Wilson.
- 16. Doed, dated October 31, 1947, and recorded arong aforesaid Land Records in Liber Jul No. 440, folio 561, from David F. Walker and wife to Walton D. Wilson.
- 15. Dood, dated May 13, 1948, and recorded among aforesaid Land Records in Liber JEH No. 469, folio 461, from Henry N. Hoke and George L. Hoke to Walton D. Wilson.
- 16. Doed, dated December 20, 1947, and recorded among aforesaid Land Records in Liber JWH No. 454, folio 544, from Rita G. Owens to Walton D. Wilcon.
- 17. Deed, dated January 28, 1948, and recorded among aforesaid Land Records in Liber JEM No. 457, folio 67, from Frankie Wilson to Walton J. Wilson.
- Leod, dated April 3, 1949, and recorded among aforescid Land Records in Liber JHI No. 486, folio 231, from Harry Helson, of als. to Ruth S. Hewman and Walton L. Wilson.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtonances and advantages to the same belonging or anywise appertaining.

TO HAVE AND TO FOLD the said lots or parcels of ground and premises abave described and mentioned, and heroby intended to be convoyed; together with the rights, privileges, appurtenances and advantages thereto belonging or apportaining unto and to the proper use and benefit of the said Frankie Wilson : Sons, Inc., its successors and assigns, in fee simple.

. AND the cald parties of the first part horoby covenant that they have not done or suffered to be done any act, matter or thing whatecover to encumber the property hereby conveyed; and that they will execute such further assurances of the same as may be requisite.

. MITNESS the hands and seals of said GRANTORS:

TEST:

(SEAL)

STATE OF MARYLAND, ANNE ARONDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this let day of the large of la CRANTORS in the aforegoing deed, and they acknowledged the same tolk their act.

Recorded- 4th-Oct.-1949-at-11:45-A.M.

ly commission expires x lay

STATE OF MARYIAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J.H.H. No. 541, **Solio** 75, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court, for Anne Arundel County, this 20th. day of January, 1960, A. D.

Lorge T. Cromwell, Clark

George T. Cromwell, Clerk

LIBER  $12\overline{5}$  PAGE 331

FILED 1750 FPC 5, AM 11,20

Int. Rev. Stamp .50

This Deed, Lade this 8th day of February, 1926, by Robert H. Simpson and Largaret L. Simpson his wife of the City of Baltimore in the State of Maryland.

Witnesseth, that in consideration of the sum of five dollars in hand paid this day, the said Robert H. Simpson and Margaret M. Simpson, his wife; doth grant and convey unto Jacob F. Alfvater and Lydia A. Altvater, his wife, as tenants by the emtiraties, their heirs and assigns, all those six lots of ground situate in the Third Election District of Anne Arundel County, in the State of Maryland, and described as follows; that is to say;

Bsing all those eix lots of ground, known as Lote 20, 21, 22, 26, 27, and 28 as shown on the Plat of Elvaton Park, which plat is duly recorded among the Land Records of Anna Arundal County, in Plat Book W. N. W. No. 2, folio 66sto., and being part of the land described in a deed, dated prior hereto, and intended to be recorded prior hereto, and recorded among the Land Records of Anna Arundal County by deed dated February 4th, 1926, and recorded in Liber W. N. W. No. Folio \_\_\_eto., was granted and conveyed by Evelyn J. Pyne to the said Grantors.

Together with the improvements thereon and the rights and appurtsnances thereto belonging or in anywise appertaining.

To Have And To Hold the above described six lots of ground unto and to the use of the eaid Jacob F. Altavater and Lydia A. Altavater, his wife, as tenants by the entireties, their hairs and assigns, in fee simple, forever; subject to the following terms and conditions hereby entered into by the scid Jacob F. Altavater and Lydia A. Altvater, his wife, for themselves, the survivor of them his or her heirs and assigns with the said grantors as part of the consideration for this deed.

- 1. That at no time chall any of said lote or any part thereof be used or occupied as a tavern, saloon, fertilizer factory, tannery, claughterhouse, glue, soap, candle, starch manufactury, or for other or offensive or dangerous purposes.
- 2. That no barn, ceespool, etable, well, or other out buildings shall be erected nearer to the main road avenue, or street on which said lot fronts then seventy-five feet.
- 3. That eaid lote or buildings thereon shall never be, nor shall and past thereof, be rented, leased, cold, transferred or conveyed to, nor shall the same be occupied exclusively by any negro or colored person or persons of negro blood or mongolian.
- 4. That said lots are to be used for erection of homes to cost not less than \$1500.00, to stand back fifteen feet or more from the front line of said lote; that no nuisance of ant kind or characteris to be maintained, or anything done that will in anywise impair the value of said lote, all of which are reserved exclusively for homes.

And the said Robert H. Simpson and Margaret M. Simpson, hie wife, subject to the conditions to be observed by Jacob F. Altvater and Lydia A. Altvater, his wife, the survivor of them, their heirs and accigne, covenants that they have not done any act or thing whatsoever to encumber the property hereby conveyed that they will warrant specially the property hereby granted and conveyed and that they will execute such other and further accurances of said land as may be requisite,

Witness the hands and seals of the said grantors,

Test:

Robert H. Simpson (Seal)

Herbert I. Cohan.

Margaret M. Simpeon (Seal)

State of Maryland:

Baltimore City; to wit:

I hereby certify, that on this 8th day of February, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, afcreeaid, personally appeared Robert H. Simpson and Margaret M. Simpson, his wife, the within named grantore, and they acknowledged the afcregoing instrument to be their act and deed.

As Witness my hand and Notarial seal.

(Notary Seal)

Herbert I. Cohan Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber W.M.B. No. 22, folio 119, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 4th. day of February, 1960, A. D.

George T. Cromwell, Clerk

LIBER 125 PAGE 334 CERTIFICATE OF TAX SALE Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 1 22 1930 I sold to a a Cu Comm at public auction for the sum of \_\_\_\_\_ 28,00 Dollars and \_\_\_\_ \_ Dollars has been paid as a deposit on the property described as Atta 20-21-22-26-21-28 and assessed to The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October \_\_\_\_\_\_, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless \_\_\_, a proceeding can be such a proceeding is brought within two years from the date of this certificate. Witness my hand and seal, this .\_ State of Maryland, Anne Arundel County, Sct: I hereby certify, that on this Aday of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Balunca Ada, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act. Witness my hand and seal Notarial, My Commission Exp

OVER

FOR VALUE RELEIVED, the County Commissi ers of Anne Arundel County hereby assign the within Tax Sale Certificate unto Walton D. Wilson.

AS WITNESS the corporate seal of said body corporate, together with the signature of Frank W. Wilde, President.

TITNESS -

The County Commissioners of Anne Arandel County

By Wilde, President

FOR VALUE RECEIVED, Walton D. Wilson hereby assigns the lithin Tax Sale Certificate unto Frankie Wilson & Sons,

AS WITH Somy hand and seal this 29 day of February, 1960.

WITNESS IN ON A

Walton D. Wilson

(SEAL)

INT., REV. STAMP 8.50- MC. STATE STAMP 8.10

THIS PEED, Made this 16 day of July, in the year one thousand nine hundred and forty-six, by C. Albert Hodges and Joseph H. Pepper, late County Treasurers of Anne Arundel County, and Thomas W. Davis, Treasurer of said County, and the County Commissioners of Anne Arundel County, a body corporate, of the first part, and Walton Pismukes Wilson, of the same County, of the second part.

whereas default having occurred in the payment of State, County and School taxes due and owing on the properties hereinafter mentioned, and at the time said taxes become due and oving the then County Collector of State, County and School taxes, under and by virtue of the provisions of the laws of the State of Maryland, in compliance with the duties thereof imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to and did sell the hereinafter described properties to enforce the payment of said taxes so in default; and

whereas, the then county Treasurer, as aforesaid, sold the properties hereinafter described at public sale to the County Commissioners of Anne Arundel County, they being the highest bidder therefor; and

where the said sales have been duly reported to the Circuit Court for Anne arundel County, and the proceedings have been found legal and the provisions of the law complied with, orders nisi were duly passed thereon; and

### THER 125 PAGE 337

whereas afoter the publication of said orders nisi, as required by law, the said sales were finally ratified and confirmed by the said Circuit Court and the then County Treasurer, as aforesaid, is authorized by law to execute this deed, and

WHEREAS, James A. Walton, one of the aforesaid Treasurers, having departed this life during this term as Treasurer, and the aforesaid THOMAD w. DAVIS having been duly appointed and qualified as the successor to the aforesaid James A. Walton, deceased, is duly authorized, according to law, to execute this deed, all of which will appear in more detail by reference to the following tax sale proceedings recorded in the Circuit Court for anne arundel County: No. 3379, "In the Matter of Tax Sale of the Land of Frank Leonard and Margaret Leonard, his wife". No. 3345, "In the Matter of Tax Sale of the Land of Nellie S. Nevitt and Mildred Thomas". No. 4133, "In the Matter of the Tax Sale of the Land of Grace M. Holt." No. 5756, "In the Matter of the Tax Sale of the Land of Fenry Ozman and Ida Ozman". No. 4233, "In the Matter of Tax Sale of the Land of Fenry Ozman and Ida Ozman". No. 4233, "In the Matter of Tax Sale of the Land of Fenry Ozman

WHEREAS, the County Commissioners of Anne Arundel County, a body corporate, have sold said proceedings mentioned unto the said Walton Pismukes Wilson;

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the sum of Five Pollars, the parties of the first part do hereby grant and convey unto Walton Pismukes Wilson, his heirs and assigns, in fee simple, all those lots, pieces or parcels of land situate and lying in Garland, Fifth District of Anne Arundel County, designated as follows:

- (1) Lots 7, 8 and 9, Block "E" Garland Plat No. 2, being the same lots which by deed, dated October 22, 1931, recorded among the Lend Records of Anne Arundel County in Liber F.S.P. No. 93, folio 366, was deeded by The Garland Development Co. Inc. to said Frank Leonard and Margaret Leonard, his wife.
- (2) Lots 21 and 22, Block H, Plat No. 2 of Garland, being the same which by deed dated February 25, 1931, and recorded among aforesaid Land Records in Liber F.S.P. No. 93, folio 355, were deeded by the Garland Development Co., Inc. to said William P. Levy, and Catherine Levy, his wife.
  - (3) Lots 22 to 32, inclusive, Block D of Garland, Plat No. 2
- being the same lots which by deed, dated January 4, 1927, recorded among the aforesaid Land Records in Liber F.S.R. No. 11, folio 53, were granted and conveyed by J. Baker Boyd Corporation to Nellis S. Nevitt and Mildred Thomas.
- (4) Lots 31 and 32 Block M of Garland, Plat No. 2 Addition, being the same lots which by deed, dated September 28, 1931, and recorded among the aforesaid Land Percords in Liber F.S.R. No. 90, Inc. folio 66, were granted and conveyed by Garland Development Co.,/to Grace M. Bolt.
- (5) Lots 49, 50 and 51, Block M, Garland, addition to Plat No. 2, being the same lots which by deed, dated flugust 14, 1931, and recorded among the aforesaid Land Records in Liber F.S.P. No. 49, folio 382, were granted and conveyed by Columbus M. George, &c. to Henry Ozman and Ida M. Ozman, his wife.
- (6) Lots 13 and 14, Block R, Garland, Addition to Plat No. 2, being the same lots which by deed, dated November 6, 1929, and recorded among the aforesaid Land Records in Liber F.s.P. No. 61, folio 453, were granted and comveyed by J. Baker Boyd Corporation to Stanislaw Wisniewski and Leoladia Wisniewski, his wife.

J. H. R. No. 370

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenences and adventages to the same belonging or anywise appertaining.

TO HAVE AND TO MOLD the said lots of ground and premises above described and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Welton Dismukes Wilson, his heirs and assigns in fee simple.

WITNESS the hands and seals of the Late Treasurers and Treasurer of Anne arundel County, together with the signature of the President of the County Commissioners of Anne Arundel County and its corporate seal.

TEST:

WILLIAM H. RILEY

C. ALBFPT FORGES

(SFAL)

Late County Treasurer

JOSFPH H. PFPPFP

(SFAL)

Late County Treesurer

THOS. W. PAVIS

(SFAL)

Treasurer of Anne Arundel County

THE COUNTY COMMISSIONFPS OF ANNE APUNDEL COUNTY.

R. HARRY ARNOLD

BY

JOEN J. LEVAY

CLERK

(CORPORATE SEAL)

PRESIDENT

STATE OF MARYLAND, ANNE AMUNDEL COUNTY, To Wit:

I HEPEBY CERTIFY, That on this 16 day of July, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared C. Albert Hodges, and Joseph H. Pepper, Late County Treasurers, and Thomas W. Davis, Treasurer anne Arundel County, and John J. Levay, President of County Commissioners of Anne Arundel County, and each respectively acknowledged the foregoing deed to be his act, and that of the body corporate.

AS WITNESS my hand and Notarial Seal.

THEOROPE T. PANTALFO

(NOTARIAL SEAL)

Recorded - 16, July, ,1916, at 2:45 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J.H.H. No. 370, folio 169, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 20th. day of January, 1960, A. D.

George T. Cromwell, Clerk

ment company increporated, a body corporate they unconficulted under the laws of the state of issangiand of the fact under the laws of the state of issangiand of the fact and hilliam. I. Sery and Calkerine sery his wife purher if the second part.

ind other good and valuable anuderation of the sum of Fire Socians and other good and valuable anuderations the receipt where of is nearly inchnowled ged, the raid party of the first part doth irereby from and bouver unto the said brilliam I very and Culturine Levy, his wife, as lon unto by the entire ties, their heirs and were give, in fee simple all those bits of ground dong ated as into membered twenty- one and townty- his in Block "H" in the plat of surfaced recorded soming the land seconds of some sum del County in Olat Brok W. h. w.

deed dated lipsed 22 and, 1926, and recorded among the Land Records of Anne hum del bring in Libes to the 13. hr. 22, folio 252 etc. was granted and bringed by Joshua & Johnson and wife to The Baker Boyd briporation, in fee umple, see who deed from the f. Baker Boyd Corporation in the Granton herein dated inquit 24 the, 1930, and recorded among the Land beauth aforesaid in Libes & S. R. ihr. 79, folio 192 etc.

The aforerand is serely conveyed subject to the following

ustre chine, viz:

7. 1973

than \$3500.00, unless of much character and design and shall be lipproved in writing by the hanton herein.

In findingshall be located there to the street or dieets than

An diented by the building time on the Plat of Swiftened has brogg in other objects will an inite that be light in in

Wort the premises, to Enchus in the willing walt be seconded

outrede it a une enclosure, all jerrees mais it setter of nedge is work. wil intense from the buildings which be disposed of in sourt morener as well und potentia of the aid and present building There for in and magailer,

In promise hereby arreged that not be hunspered in sold to a recipied by negroes is never it regre serecut except only us remains a cultingues of coul names a wecupones.

The fee simple title is the beds of sheets and user, we reresed to The Grandon the mentions there of herein leng for the purpose of lessenttion only med not for dedication.

half hand the egent to shange the sheet i let innes of sonin I provided henever that we change to freet the cots already

General i the streets upon unch they find is what

ingether with the willing, and improved in ents there is exceled, made or leing and all und every, the wishb, allege, was, waters priviletes shows the me and withoutures to the vaine belonging ?

my new appertaining

"- Have and I Hold the hard but of Ground and inconces work the whole and intermed and hearty intended to & conveyed to getter with the right, provileges, affairtenemes and advantages thereto belonging a appertaning units and to the proper use and venefit of the said villiam I hery and l'atherine lary, his wife, as len anto by the entire ties their heirs and assigns, forever in fee sample, subject however, to the sexticition, here in above cited

and the said party if the first part hereby cover mut that it has not done is suffered to be have ing act makes in thing weatheres to concurred the property hereby some get that it will war out specially the property hereby friended, and that it will excule inch further unurouse of the same as imag be in quest.

Witness the signature of G. C. Richtol President of the Grantos herem, and its corporate sed hereto uffixed.

Fest. Charles W. Mulligan

The Garland Deveropment Company Ry B 7. Proptel Prendent

State of maryland, home unadel lower (g, to wit: I shely sertify that on this 25 th day of Flebrung in the year une teen hundred and thirty-one, before me the subscribes, a hotary Public of the state of manyland in und for the county aforesaid personally appeared B. ? Becktol President of The bashund Development Company In confinded the above named Grantes, and he acknowledged the apolegohis butuers my hand and holarial hear.

Charles W. mulle gan

(holany)

Georded 14 april 1931 at 10-30 A. M.

### STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber F.S.R. No. 83, folio 355, one of the Land Record Books for Anne Arundel County,

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 4th. day of February, 1960, A. D.



George T. Cromwell, Clerk

Dup	"COMPLAINANT!	S EXHIBIT NO. 7 Cert Top Sul	Eq.	13,735
	8	Cecisi 1 of save		
	CERTIFICAT			OVER
60 OC	Dunn JV.	Successor) To	to Orane S	Thotal
I, Colvard >1	1 Deens V.	Collector of Taxes for	the State of Mar	yland and the
County of Anne Arund	el, hereby certify that	on October 14, 19	4/, I sold to	a.a.E
Co. Comm.	at public auction for the	he sum of <i>18</i>	Dollars and	d 36 E
Cents, of w	hich 18,36	Dollars has been pa	aid as a deposit on	the property
in Dest 5	described as	Lota 21-22 -	Blk H	rituated.
at Hails	el, a a Co.		,	
				<del></del>
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and assessed to Will	in: 10 L	,		
		: <b>[</b> ]		
The property described tificate will be refunde thereon at the rate of s together with all other thereof. The balance of and penalties thereon, a deed can be delivered brought to foreclose all such a proceeding is brought.	ix per cent per annum amounts specified by (lue on account of the accruing subsequent to to the purchaser. Afrights of redemption is ought within two year	ccount of the purchas from the date of payn Chapter 761 of the Acts purchase price and all the date of sale, must ter October	e price together of nent to the date of of 1943, and acts taxes, together of the Columbia paid to the Columbia process certificate will be is certificate.	with interest redemption, amendatory with interest lector before reding can be roid unless
Witness my hand a	and seal, this	award	eBRUARY of alim	Collector.
State of Maryland, Anno	Arundel County, Sct	:		
I hereby certify, that Notary Public for the S Baurand A. Humand and the State of Maryla	at on this <b>911</b> day of tate of Maryland, in an	FFBRUMRY  October, 1960,  Ind for Anne Arundel  Urer: and Collector of To	County, personal	ly appeared,
Witness my hand a	U			
My Commission Expires	· / /	FILED	Saving Nota	de Public.
<u>OVER</u>	196	0 APR-5 AMII:20	4 75.8	6年1

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County hereby assign the within Tax Sale Certificate unto Walton D. Wilson.

AS WITNESS the corporate seal of said body corporate, together with the signature of Frank W. Wilde, President.

Day Buk

The County Commissioners of Anne Arymdel County

By Wash Wilde, President

FOR VALUE RECENTED, Walton D. Wilson hereby assigns the within Tax Sale Sertificate unto Frankie Wilson & Sons,

AS WITNESS my mand and seal this  $29^{M}$  day of February, 1960.

Mildred S Davis

Walton D. Wilson

2ع

FRANKIE WILSO & SONS, INC., A Body Corporate, 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md., COMPLAINANT

VS

WILLIAM D. LEVY AND CATHERINE LEVY, HIS WIFE, Ferndale, Md.

JACOB F. ALTVATER AND LYDIA A. ALTVATER, HIS WIFE, 6100 Reisterstown Road, Baltimore, Md.

Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in LOTS 21 AND 22, BLOCK H, GARLAND, As shown on Plat Book No. 4 Folio 4 5th Election District, A. A. Co., Md., LOTS 20, 21, 22, 26 AND PARTS NOS. 27 AND 28, ELVATON PARK, as shown on Plat Book No. 3 Folio 21 3rd Election District, A.A.Co., Md. RESPONDENTS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

COUNTY

EQUITY NO. 13 735

### ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all the rights of redemption in the following properties, situate in the Third and Fifth Election Districts of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County and State of Maryland.

LOTS 21 AND 22, BLOCK H, GARLAND, as shown on Plat Book No. 4
Folio 4, 5th Election District, A. A. Co., Md.

LOTS 20, 21, 22, 26 AND PARTS NOS. 27 AND 28, ELVATON PARK, as shown on Plat Book No. 3 Folio 21, 3rd Election District, A. A. Co., Md.

The Bill states, among other things, that the amounts necessary for the redemption of said properties have not been paid, although more than one year and a day from date of sale has expired.

IT IS, THEREFORE, THIS 5 day of for a logology, 1960, by the Circuit Court for Anne Arundel County, in Equity, Ordered that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four consecutive weeks, warning all

persons interested in said properties to be and appear in this Court by the 9th day of 1960 and redeem the properties and answer the Bill or thereupon a Final Decree will be rendered, foreclosing all rights of redemption in the properties and vest in the Complainant a title free and clear of all encumbrances.

George T Cromwell Clerk

2

## In The Circuit Court

#### Anne Arundel County Equity No. 13,735

Equity No. 13,735
FRANKIE WILSON & SONS, INC., A Body Corporate, 25 Balto. Annapolis Blvd., N.W., Glen Burnie, Md.,

COMPLAINANT VERSUS
WILLIAM D. LEVY AND CATHERINE LEVY, HIS WIFE, Forndalc, Md.

JACOB F. ALTVATER AND LYDIA A. ATVATER, HIS WIFE, 6100 Reisterstown Road, Baltimore, Md.

Their heirs, next of kin, and all.

Baltimore, Md.

Their heirs, next of kin, and ail other persons claiming by, through or under them, to have an interest in LOTS 21 AND 22. BLOCK H, GARLAND, As shown on Plat Book No. 4 Folio 4 5th Election District, A. A. Co., Md., LOTS 20, 21, 22, 26 AND PARTS NOS. 27 AND 28, ELVATON PARK, as shown on Plat Book No. 3 Folio 21 3rd Election District, A. A. Co., Md.

RESPONDENTS

### **Order** of **Publication**

The object of this proceeding is to secure the foreclosure of all the rights of redemption in the following properties, situate in the Third and Fifth Election Districts of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County and State of Maryland.

Anne Arundel County and State of Maryland.

LOTS 21 AND 22, BLOCK H. GARLAND, as shown on Plat Book No. 4 Folio 4, 5th Election District, A. A. CO., Md.

LOTS 20, 21, 22, 26 AND PARTS NOS. 27 AND 28, ELVATON PARK, as shown on Plat Book No. 3 Folio 21, 3rd Election District, A. A. Co., Md.

The Bill states. among other

The Bill states, among other things, that the amounts necessary for the redemption of said properties have not been paid, although more than one year and a day from date of sale has expired.

day from date of sale has expired.

IT IS, THEREFORE, THIS 5th day of April, 1960, by the Circuit Court for Anne Arundel County, in Equity, Ordered that notice by publication be given by insertion Nof a copy of this Order in some, newspaper having a general circulation in Anne Arundel County once a week for four consecutive weeks, warning all persons interested in said properties to be and appear in this Court by the 9th day of June, 1960 and redeem the properties and answer the Bill or thereupon a Final Decree will be rendered, foreclosing all rights of redemption in the properties and vest in the Complainant a title free and clear of all encumbrances.

GEORGE T CROMWELL Cleak

ces.
GEORGE T. CROMWELL, Clerk
TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk
A-28

OFFIC.

## Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., 🖄	21ay 3	, <b>-</b>		<i>مے کا</i> 19
We hereby certify, that			<b>-</b> -	
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## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the Atla
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day of, 19 60. The first insertion being made the _Ztla day of
april, 1960.
THE CAPITAL-GAZETTE PRESS, INC.  1960 MAY -1, BPM A 36
76

Frankie Wilson & Sons, Inc., a Body Corporate, Complainant

VS.

In The

William D. Levy and Catherine Levy, his wife, Ferndale, Maryland,

Circuit Court

Jacob F. Altvater and

for

Lydia A. Altvater, his wife, 6100 Reisterstown Road, Baltimore, Maryland,

Anne Arundel County

Equity No. 13,735

Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in Lots 21 and 22, Block H, GARLAND, as shown on Plat Book 4, Folio 4, 5th Election District Anne Arundel County, Md., and Lots 20, 21, 22, 26 and parts Nos. 27 and 28 ELVATON PARK, as shown on plat Book No. 3, Folio 21, 3rd Election District Anne Arundel County, Md.

RESPONDENTS.

#### AFFIDAVIT

Frankie Wilson, Solicitor for Complainant in this cause, respectfully shows:

- 1. That at various times efforts have been made to locate Jacob F. Altvater and Lydia A. Altvater, his wife; that Affiant consulted Robert H. Simpson and Margaret M. Simpson, his wife, who conveyed this property to said Jacob F. Altvater and Lydia A. Altvater, his wife, on February 8, 1926, but said Grantors did not know the present whereabouts of the Altvaters; that on July 7, 1948, affiant posted a letter to said Respondents, at No. 6100 Reisterstown Road, Baltimore, Maryland, this being the last known address of said Respondents, which letter was returned, marked "Not at" which said original letter is enclosed herewith, marked Exhibit "A".
- 2. That before filing this suit, Affiant telephoned parties of the same name, in an effort to locate said Respondents, since the name of Altvater is unusual, but was unable to locate anyone related to them or knew of their whereabouts.
- 3. That before filing this Bill of Complaint, your Affiant consulted Baltimore City, Baltimore County and Anne Arundel County directories and telephone directories in an effort to pertend Respondents, but was unable to do so.

1960 JUN 23 PM 3:16

- The address of William D. Levy and Catherine Levy, his wife, was given in the tax rolls as Ferndale, and Affiant inquired of three of the older residents of this community if they had known or knew where the said Respondents had moved, but was unable to turn up any information as to these Respondents.
- 5. That Affiant requested death certificates of Baltimore City Health Department, as to William D. Levy and Catherine Levy, and Certificates of Record Search Nos. 3780 and 3781 were returned, stating that a careful search for five years was made without result, which are attached as Exhibit
- That Affiant consulted Anne Arundel County, Baltimore City and Baltimore County directories and telephone directories, in an effort to locate the present whereabouts of said William D. Levy and Catherine Levy, his wife, but without result.
- 7. That Order of Publication has been fully published in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, as will be seen by certificate of publication filed in these proceedings, and that . none of the Respondents have appeared or answered and were returned by the Sheriff "Non Est.

Subscribed and sworn to before me this 22 day of June, 1960.

Frankie Wilson, Affiant

### AFFIDAVIT OF NON-MILITARY SERVICE

Frankie Wilson & Sons, Inc. - vs William D. Levy and Catherine Levy, et als, EQUITY NO. 13,735

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, \$8:

I hereby certify that, on this 22 ND day of June

19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Frankie Wilson, Attorney for

plaintiff , in the above entitled cause, and made oath, in due form of law, that defendant S (Here, state facts showing that the defendant is not in the military service of the United States of America.)

are not in the Military Services of the United States of America, they being above the draft age limit,

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this

day of

Noterial Seal June 22 nd.

, 19.60 .

Mildred S. Davis

Notary Public.

My Commission will expire on: May 1, 1961.

Filed,

FILED

1960 JUN 23 PM 3:16

FRANKIE WILLON & SONS, INC., A Body Corporate, 25 Balto.-Annapolis Blvd., N.W., Glen Burnie, Md.

COMPLAINANT

VS

WILLIAM D. LEVY AND CATHERINE LEVY, HIS WIFE, Ferndale, Md.

JACOB F. ALTVATER AND LYDIA A. ALTVATER, HIS WIFE, 6100 Reisterstown Road, Baltimore, Md.

Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in: LOTS 21 AND 22, BLOCK H, GARLAND, As shown on Plat Book No. 4 Folio 4, 5th Election District, A. A. Co., Md., LOTS 20, 21, 22, 26 AND PARTS NOS. 27 AND 28, ELVATON PARK, as shown on Plat Book No. 3, Folio 21, 3rd Election District, A.A.Co., Md. RESPONDENTS

LIBER 125 PAGE 351

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

COUNTY

EQUITY NO. 13,735

### PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frankie Wilson & Sons, Inc., by Frankie Wilson, its Attorney, respectfully shows:

1. That the said William D. Levy and Catherine Levy, His Wife, and Jacob F. Altvater and Lydia A. Altvater, His Wife, et als, Defendants, having neither appeared nor answered as required by the Order of Publication, although the time for so doing has expired, as will be seen by reference to the certificate of publication hereto attached,

WHEREFORE your Petitioner prays that the Bill of Complaint be entered Pro Confesso against said Defendants.

Frankie Wilson, Attorney for Complainant, 25 Baltimore-Annapolis Boulevard, N. W., Glen Burnie, Md.

FILED

1960 JUN 23 PM 3:16

FRANKIE WILSO & SONS, INC., A Body Corporace, 25 Balto.-Annapolis Blvd., N.W., Glen Burnie, Md. COMPLAINANT

VS

WILLIAM D. LEVY AND CATHERINE LEVY, HIS WIFE, Ferndale, Md.

JACOB F. ALTVATER AND LYDIA A. ALTVATER, HIS WIFE, 6100 Reisterstown Road, Baltimore, Md.

Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in: LOTS 21 AND 22, BLOCK H, GARLAND, As shown on Plat Book No. 4 Folio 4, 5th Election District, A.A.Co., Md., LOTS 20, 21, 22, 26 AND PARTS NOS. 27 AND 28, ELVATON PARK, as shown on Plat Book No. 3, Folio 21, 3rd Election District, A.A.Co., Md. RESPONDENTS

IN THE LEBER 125 PAGE 352

CIRCUIT COURT

FOR

ANNE ARUNDEL

COUNTY

EQUITY NO. 13.735

### DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the defendants mentioned in Paragraph 1 of said Petition were duly notified by Order of Publication and that the Order of Publication heretofore issued has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and the Defendants having failed to appear, either in person or by solicitor, and answer the Bill of Complaint against them.

IT IS, THEREFORE, THIS 2 4th day of June, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against said Defendants.

JUDGE

FILED
1960 JUN 24 PM 2:08

FRANKIE WILSO & SONS, INC.,
A Body Corporate,
25 Balto.-Annapolis Blvd., N.W.,
Glen Burnie, Md.
COMPLAINANT

VS

WILLIAM D. LEVY AND CATHERINE LEVY, HIS WIFE, Ferndale, Md.

JACOB F. ALTVATER AND LYDIA A. ALTVATER, HIS WIFE, 6100 Reisterstown Road, Baltimore, Md.

Their heirs, next of kin, and all other persons claiming by, through or under them, to have an interest in: LOTS 21 AND 22, BLOCK H, GARLAND, As shown on Plat Book No. 4 Folio 4, 5th Election District, A.A.Co.,Md., LOTS 20, 21, 22, 26 AND PARTS NOS. 27 AND 28, ELVATON PARK, as shown on Plat Book No. 3, Folio 21, 3rd Election District, A.A.Co.,Md. RESPONDENTS

LIBER 125 PAGE 353

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

COUNTY

EQUITY NO. 13,735

#### DECREE

This cause standing ready for hearing and submitted, the proceedings were read and considered, and it appearing that the same has been conducted in compliance with the provisions of Article 81, Sections 69 to 121 of the Annotated Code of Maryland, 1951 Edition,

IT IS THEREUPON this /3 day of fig. 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

- 1. That all of the rights of redemption of William D. Levy and Catherine Levy, His Wife, Jacob F. Altvater and Lydia A. Altvater, His Wife, et als, their heirs and assigns, next of kin and all other persons claiming by, through or under them, be barred and foreclosed.
- 2. That an absolute and indefeasible title in fee simple to said properties free of all alienations and dissents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to date of sale and any public assessments to which the same are subject) is hereby vested in Frankie Wilson & Sons, Inc., the Complainant herein.

FILED SEP 13 PM 3:0

- 3. That upon payment to the Treasurer of Anne Arundel County, of the taxes, interest and penalties, if any, due on the lots herein mentioned, the said Treasurer shall execute a Deed conveying the aforesaid lots to the Complainant herein.
- 4. That the Clerk of the Court shall issue a certified copy of this Decree to be served on the Treasurer.
- 5. That the Complainant shall pay the costs of these proceedings.

JUDGE

IN THE CIRCUIT COURT NO. 2

LIBER 125 PAGE 355

OF BALTIMORE CITY

DOCKET: 66A, FOLIO: 282 CASE NO. 35059-A

En 12,608

#### DOCKET ENTRIES

JOHN M. BALDER,

STANLEY L. LAUER and

BERNSTEIN, GUTBERLET

CALVIN I. LAUER, d/b/a

and CONAWAY

LAUER BROTHERS

VS.

ROBIN HOOD MOBILE HOME PARKS, INC.,

a body corporate

#### DATES

26 July, 1957 Bill of Complaint for the appointment of a Receiver and for an Injunction, etc. (1) p. Exhibits 1 (2)fd. 2 Annexed (3)fd.

26 July, 1957 Subpoena issued. (4 Summoned).

26 July, 1957 Order of Court thereon directing defendant show cause within 10 days from this date why the relief prayed should not be granted (5)fd. Copy issued. (Served).

6 August, 1957 Order of Court appointing Herbert Katzenberg Receiver, etc. Bond in amount of \$5,000.00 etc. (6)fd.

12 August, 1957 Receivers Approved Bond (7)fd.

Order of Court Amending the Order of Court appointing Receiver, that said Receiver have power and authority 14 August, 1957 to take charge and possession of all of the Real Property of the said Corporation, and that said Corporation yield up and deliver said Real Property. (8)fd.

13 September '57 Claim of Linoleum Mart. (9)fd.

Petition of Ben Bukowitz T/A Ace Currency Exchange for Claim as mentioned therein, and Order of Court thereon directing plaintiffs to show cause within 15 days, why the relief prayed for should not be granted (10)fd.(CM) 11 October 1957

26 November, '57 Order of Court allowing claim of Ben Bukowitz, etc. in the amount of \$7,500.00, with interest from May 14, 1957, be paid out of the property and Assets of Robin Hood Mobile Home Parks, Inc. and the auditor in stating his account herein allow said claim in its proper priority, subject to the usual exceptions (11)fd.

10 January, 1958 Petition of Grover C. Ligon, Jr., etc. for authority to proceed with enforcement of his Mechanic's Lien in the Circuit Court for Anne Arundel County, and Order of Court thereon directing all parties to this proceeding to this date or their solicitors, to show cause on or before 27th day of January 1958, why the relief prayed for should not be granted (12)fd. Exhibits "A" and "B" annexed. (Served as marked).

#### DATES

- 22 January, 1958 Petition of Receiver for appointment of counsel and Order of Court thereon appointing the law firm of Frank, Gutberlet and Conaway and Eli Frank, Jr., nunc pro tunc, effective August 6, 1957. (13)fd.
- 22 January, 1958 Order Notice to Creditors (14)fd.
- 23 January, 1958 Claim of Baltimore Gas & Electric Co. (15)fd.
- 24 January, 1958 Answer of Herbert Katzenberg, Receiver to Petition of January 10, 1958 (16)fd.
- Petition of Receiver, etc. and Order of Court thereon relieving E. W. Schultz and Sons, Inc. and the Fidelity and Deposit Company of Maryland of all liability under the performance bond dated March 11, 1957.
- 25 February, 1958 Motion for a Hearing. (18)fd.
- 25 February, 1958 Notice as to Hearing. (19)fd. (Served).
- 17 March, 1958 Memorandum brief of Petitioner.(20)fd.
- 26 March, 1958 Certificate of Publication. (21)fd.
- 21 May, 1958 Opinion of Court. (22)fd.
- 16 September, '58 Order dismissing Petition of Grover C. Ligon, Jr., etc., to proceed with enforcement of his mechanics' lien in the Circuit Court for Anne Arundel County, and further Ordered that Grover C. Ligon, Jr., etc., is hereby enjoined from continuing the prosecution of his mechanics' lien in any Court outside of the Circuit Court No. 2 of Baltimore City, unless this Court so orders, provided, however the said Grover C. Ligon, Jr., etc., is hereby expressly given the right to file a claim in these proceedings for such relief as may be properly given to him on or before the first day of October, 1958. (23)fd.
- 17 September, '58 Petition and claim of Grover C. Ligon, Jr. trading as Carlton Construction Company. Exhibit "A" & "B" annexed, and Order of Court thereon directing Herbert Katzenberg, Receiver, to show cause on or before the 3rd day of October 1958, why the relief prayed for should not be granted. (24)fd. (CM)
- 3 October, 1958 Answer of Receiver to Petition and Claim of Grover C. Ligon, Jr., etc. (25)fd.
- 17 October, 1958 Motion for a Hearing. (26)fd.
- 17 October, 1958 Notice as to Hearing. (27)fd. (Served).
- 2 February, 1959 Petition of Grover C. Ligon, Jr. for leave to amend his Mechanics' Lien and to file same a Exhibit "B" with his petition and claim filed herein, and Order thereon granting same. (28)fd.
- 2 February, 1959 Amended Mechanics' Lien. (29)fd.
- 17 April, 1959 Memorandum Opinion of Joseph L. Carter, Judge. (30)fd.

### **DOCKET ENTRIES** (Cont'd.)

LIBER 125 PAGE 357

#### DATES

- 19 May, 1959 Order of Court dismissing the priority claim of Grover C. Ligon, Jr. T/A Carlton Construction Company over other claims of creditors. (31)fd.
- 29 October, 1959 Petition of Receiver to make sale of property as herein mentioned and Order of Court directing Property be sold. (32)fd.
- 7 December, 1959 Receivers Additional Approved Bond. (33)fd. (\$2,300.00) (F. & D. Co. of Md.).
- 7 December, 1959 Receivers Report of Sale. (34) fd.
- 7 December, 1959 Ratified Nisi Order. (35)fd.
- 14 December, 1959 Claim of John Webster Lowekamp's Electrical Service, T/A Jessups Electrical Service. (36)fd.
- 8 January, 1960 Certificate of Publication. (37) fd.
- 8 January, 1960 Receivers Report of Sale finally ratified and Confirmed Order. (38)fd.

STANLEY L. IAUER and CALVIN I. LAUER, d/b/a/ LAUER BROTHERS Route 16, Box 198, Baltimore 20, Maryland

IN THE

CIRCUIT COURT NO. 2

OF

VS.

BALTIMORE CITY

ROBIN HOOD MOBILE HOME PARKS, INC., a body corporate 1400 American Building

and/or 1410 Court Square Bldg., Baltimore -2, Maryland

Case No. 35059-A Docket: 66A, Folio: Filed: 6 August, 1957

#### ORDER FOR APPOINTMENT OF RECEIVER

On the foregoing Bill and Exhibits, it is this 6th day of August, 1957, ordered that Herbert Katzenberg be and he is hereby appointed Receiver with the power and authority to take charge and possession of the goods, wares and merchandise, books, papers, and effects of or belonging to the said Robin Hood Mobile Home Parks, Inc., and to collect the outstanding debts due to the said Stanley L. Lauer and Calvin I. Lauer and the said Robin Hood Mobile Home Parks, Inc., is hereby required to yield up, and deliver to the said Receiver the goods, wares and merchandise, books, papers, and effects, of the said Corporation subject nevertheless to the further Order of this Court.

AND IT IS FURTHER ORDERED, that before the said Herbert Katzenberg proceeds to act as Receiver by virtue of this order he shall give bond to the State of Maryland, in the penalty of Five Thousand Dollars (\$5,000.00), with a surety or sureties to be approved by this Court or the Clerk thereof, and conditioned for the faithful performance of the trust reposed in him by this order, or which may be reposed in him by any future order or decree in the premises.

## State of Maryland, City of Baltimore, ss:

I, G. GORDON KIRBY, Cler	k of the Circuit Court No. 2 of Baltimore City, do hereby certify
	original Order of Court Appointing Herbert
	signed on the 6th of August, 1957. I further
certify that the Receive	ver herein mentioned has filed his approved bone
now on file in this office in the cause	therein entitled as above.
Market State of the State of th	In Testimony Whereof, I hereto set my hand and affix the
A STATE OF THE STA	seal of the said CIRCUIT COURT NO. 2, this 12th
	day of January A. D. 19 60
	Me Hadan Tech
	G. GORDON KIRBY, Clerk.
	· / · · · · · / · / / / / / / / / / / /

STANLEY L. LAUER and : IN THE

CALVIN 1. LAUER, d/b/a : CIRCUIT COURT NO. 2

LAUER BROTHERS : OF

-vs- : BALTIMORE CITY

ROBIN HOOD MOBILE : Docket 66 A, Folio 282

HOME PARKS, INC. 1 No. 35059 A

::::::::

#### PETITION

The Petition of Herbert Katzenberg, Receiver, by Frank, Bernstein, Gutberlet & Conaway and Eli Frank, Jr., his attorneys, respectfully represents unto Your Honor:

- 1. That by its Orders dated August 6, 1957, and August 14, 1957, this Honorable Court appointed your Petitioner, as Receiver, to take charge and possession of the goods, wares, merchandise, books, papers, effects and real property belonging to Robin Hood Mobile Home Parks, Inc., and to hold the aforesaid subject to further Order of this Court.
- 2. That pursuant to the aforesaid Orders, your Petitioner duly qualified as Receiver for Robin Hood Mobile Home Parks, Inc., filed his approved bond in the amount of \$5,000.00 in these proceedings, and now holds the aforesaid property in cuetodia legis, as custodian for this Honorable Court.
- 3. That the time for the filing of claims in this Receivership estate has expired.
- 4. That your Petitioner has examined the books, papers, and effects of the said Receivership estate which has come to his knowledge is a certain lot of ground located on the northwest side of Ridge Road near Harmons, in the Fifth Election District of Anne Arundel County, Maryland, more particularly described as follows:

1960 JAN 22 AM 9:55

BEGINNING for the same in the center line of Ridge Road at the beginning of the 12th line of the land which by deed dated August 30, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.R. No. 644, Folio 197, was conveyed by John Block and wife to Sidney Tinley, and running thence and binding on a part of said 12th line North 40 degrees 57 minutes 15 seconds West 988.06 feet, thence leaving said line and running for lines of division South 49 degrees 02 minutes 45 seconds West 580.00 feet and South 40 degrees 57 minutes 15 seconds East 1198.91 feet to the center line of Ridge Road herein referred to and to intersect the 8th line of the land herein referred to, thence binding on a part of the 8th line and on the 9th, 10th, and 11th lines of said land, the four following courses and distances: North 41 degrees 24 minutes 11 seconds East 144.40 feet; North 36 degrees 20 minutes 57 seconds East 134.00 feet; North 25 degrees 46 minutes 55 seconds East 254.00 feet; and North 8 degrees 41 minutes 11 seconds East 95.55 feet to the place of beginning. Containing 15.0000 acres.

5. That your Petitioner is of the opinion that the aforesaid lot of ground should be sold as soon as possible, and the proceeds thereof paid unto this Honorable Court for distribution among the creditors of the Receivership estate.

WHEREFORE, your Petitioner prays the passage of an Order by this Court, authorizing him to sell at public or private sale for the highest price obtainable for said lot of ground, and to deliver the proceeds thereof into this Honorable Court for distribution among the creditors of the Receivership estate.

Herbert Katzenberg-Receiver

Frank, Bernstein, Gutberlet & Conaway Frank, Bernstein, Gutberlet & Conaway 1508 First National Bank Building Baltimore 2, Maryland Plaza 2-3985

Eli Frank, Jr. Eli Frank, Jr.

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STANLEY L. LAUER and LEBER 125 PAGE 362

IN THE

CALVIN I. LAUER, d/b/a

CIRCUIT COURT NO. 2

LAUER BROTHERS

OF

Vs.

BALTIMORE CITY

ROBIN HOOD MOBILE

Docket 66 A, Folio 282

HOME PARKS, INC.

No. 35059 A

STATE OF MARYLAND CITY OF BALTIMORE )

I REREBY CERTIFY that on this 28th day of October, 1959, personally appeared before me, a Motary Public in and for the State of Maryland, City of Baltimore, HERBERT KATZENBERG and made oath in due form of law that the matters and facts set forth in the attached Petition are true to the best of his knowledge, information and belief.



STANLEY L. LAUER and

IN THE

GALVIN I. LAUER. d/b/a

CIRCUIT COURT NO. 2

LAUER BROTHERS

OF

vs.

BALTIMORE CITY

RUBIN HOOD MOBILE HOME

Docket 66 A, Folio 282

PARKS, INC.

No. 35059 A

::::::::::

#### DECREE

UPON the aforegoing Petition it is this 27 day of October, 1959, by the Circuit Court No. 2 of Baltimore City Adjudged, Ordered and Declared that the Receivership property mentioned in these proceedings, located on the northwest side of Ridge Road near Harmons, in the Fifth Election District of Anne Arundel County, Maryland, be sold by the said Receiver, and the course and manner of his proceedings shall be as follows:

He shall sell said property at either public or private sale; if at public sale, he shall give at least three (3) weeks notice by advertisement inserted in some daily newspaper or newspapers published in Anne Arundel County as he shall think proper of the time, place, manner and terms of said sale, which shall be for cash, or the said Receiver may report to this Court for approval any offer or offers which he may receive for private sale, which to him seem reasonable. As soon as may be convenient after any such sale, the said Receiver shall return to this Court a full and particular account of his proceedings relative to said sale with an annexed affidavit as to the truth thereof, and of the fairness of said sale, and poon payment of the whole purchase e shall by a good and money and, not before, the said Taxon sufficient Deed to be executed, acknowledge and recorded according to law convey to the purchaser or purchasers, his, her, or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from the claims of all

pri

parties now or hereafter in being, and the said Receiver shall bring into this Court the monies arising from said sale, and after deducting the cost of this proceeding, and such commissions to the Receiver as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, the said monies shall be held subject to the further Order of this Court; and it is further ordered that the Receiver is excused from filing an additional bond to the State of Maryland unless and until, after the sale it is determined that money coming into the hands of the Receiver at the settlement will exceed \$5,000.00, whereupon the Recdiver shall file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in the amount that such sale exceeds the sum of \$5,000.00, which bond is to be conditioned upon the faithful performance of the trust reposed in him by this decree.

S. Ralph Warnken

# State of Maryland, City of Baltimore, ss:

I, G. GORDON KIRBY, Clerk of the Circuit C	Court No. 2 of Baltimore City, do hereby certify ion and Decree, signed on the 29th da
of Oc	tober, 1959
now on file in this office in the cause therein entitled	Stanley L. Lauer, et al vs.
now on the in and ontoo in the characters are	Robin Hood Mobile Home Parks, Inc.
sea d	timony Whereof, I hereto set my hand and affix the alof the said CIRCUIT COURT NO. 2, this 29th lay of October A. D. 19.59  S. Jondon Kirby Clerk.

#### ORDER NISI

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• •	DOCKET 66A FOLIO 282
	CASE NO. 35059-A
	FILED12-7-59
STANLEY L. LAUER AND	IN THE
CALVIN I. LAUER d/b/a	;
LAUER BROTHERS	CIRCUIT COURT No. 2
· <i>vs.</i>	<b>\</b>
·	OF
ROBIN HOOD MOBILE HOME	BALTIMORE CITY
	DALIBIONE CITT
PARKS, INC.	November TERM, 1959
1	
ORDERED, That the public sale	e of the property mentiond in these proceedings,
made to Abraham A. Shpak and Symcha	Shpak
and reported byHerbert Katzenberger	
eceiver	
Receiver and confirmed, unless cause to	the contrary thereof be shown on or before the
7th day of January 1960	
some daily newspaper, printed in Baltimore City	
the31st day of December	, 19 59 .
The report states the amount of public sa	le to be \$ .7.4.3.0Q0Q
	0 0
	h y Lo
	G CORDON KIRRY Clerk.
	G. GORDON KIRBY
•	DOCKET FOLIO
	CASE No
	FILED 1-8-60
FINAL C	ORDER
ORDERED by the Circuit Court No. 2 of Baltimo	re City this 8th
don of Tomorow 200	ic org, mis

day of ......January.........., 1960, That the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

James & Cullen

# LIBER $125\,$ page $366\,$

# State of Maryland, City of Baltimore, ss:

that the above is a true co	BY, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify py of the original ORDER NISI, efiled on the 7th of FINAL ORDER OF RATIFICATION, signed January 8th,
now on file in this office in t	he cause therein entitled Stanley L. Lauer and Calvin I. Lauer
d/b/a Lauer Brother	s vs. Robin Hood Mobile Home Parks, Inc.
-р 'ВЪл -	In Testimony Whereof, I hereto set my hand and affix the
	seal of the said CIRCUIT COURT NO. 2, this18,th
	day of January A. D. 1960  G. GORDON KIRBY, Clerk.
	1950 JAN 22 M1 9:55 G. Gordon Kirby, Clerk.

VIRGINIA MASK KING Glen Isle, Maryland

IN THE

PLAINTIFF

vs.

CIRCUIT COURT

ROBERT MASK
RICHARD MASK
RONALD MASK
7208 Garland Avenue
Takoma Park, Maryland

FOR

ANNETTE M. McLENDEN 2629 Nicholson Avenue Hyattsville, Maryland

ANNE ARUNDEL COUNTY

GARY PAUL MASK GENE PATRICK MASK Glen Isle, Maryland

Glen Isle, Marylan

IN

CRAIG MASK 2208 Calvert Street Lewisdale, Maryland

DAVILEE M. REIS
1405 Oakview Drive
Silver Spring, Maryland

EQUITY NO. ARTS 175

ALMA CLARE PIENTKA 730 East Wilbur Avenue Milwaukee 7, Wisconsin

DEFENDANTS

#### BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Virginia Mask King, by Childs and Bald, her Solicitors, respectfully represents unto your Honors:

- 1. That Mrs. Tudor W. Mask, Sr. died intestate, a resident of Washington, D. C. in 1947, seized and possessed of certain real estate located in the Second Election District of Anne Arundel County and known as Lots 25 and 26 of Section W in Glen Isle as shown on a plat recorded among the Land Records of Anne Arundel County in Liber F.S.R. 5, folio 15A, having been conveyed same by George H. Schwartz, et al, by deed dated February 20, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 269, folio 208.
  - 2. Surviving said decedent were the defendants:
    - (a) Robert Mask, Richard Mask, and Ronald Mask, children

CHILDS AND BALD ATTORNEYS AT LAW ANNAPOLIS, MD.

1959 DEC 18 TH 3183

of a deceased son, Tudor W. Mask, Jr. who died intestate in 1938,

- (b) A son, Gabriel Philip Mask,
- (c) A son. Dudley Mask
- (d) A daughter, Davilee Mask Reis,
- (e) A daughter, Alma Clare Pientka, and Tudor W. Mask,
  Sr., husband of the decedent.
- 3. Gabriel Philip Mask died intestate in February 1956, survived by three minor children, Gary Paul Mask, Gene Patrick Mask, Annette M. McLenden and his widow, your petitioner who has since married Robert R. King.
- 4. Dudley Mask died intestate in January, 1956, survived by his widow, Marcella Mask and a minor son, Craig Mask.
- 5. The interest of Tudor W. Mask, Sr. has been conveyed to your petitioner. A certified copy of said deed is filed herewith and marked "Petitioner's Exhibit 1".
- 6. All defendants are <u>sui juris</u> save for Annette M. McLenden, Gary Paul Mask, Gene Patrick Mask and Craig Mask, who are minors.
- 7. For seven to eight years prior hereto the property had to all purposes been abandoned and the improvements on said property had fallen into severe disrepair as the result of non-use, vandalism and termite infestation.
- 8. Your petitioner, fearing that the property would soon be lost to the family forever, contacted the adult defendants and was told that they had no further interest in the property; that as far as they were concerned it belonged to Tudor W. Mask, Sr. and he could do with it as he wished, or let it be sold for taxes.
- 9. Tudor W. Mask, Sr. having previously indicated, by letter, his willingness to give the property to the plaintiff if she wished to use it, your petitioner, accordingly, paid two years taxes in arrears and set about to improve the property, under the mistaken belief that Tudor W. Mask, Sr. was able to convey her a complete title.

CHILDS AND BALD

- 10. Having sold her home in Washington, the plaintiff devoted the entire proceeds to rebuilding on said lots. All damaged and rotted timbers were removed. A new roof was added as well as new plumbling, heating, electrical wiring and sanitary drainage field. New rooms were added to gether with insulation and fireproof siding. Expenditures amounted to approximately Ten Thousand Dollars (\$10,000.00).
- 11. With the dwelling nearly completed, your petitioner requested and received the deed for the property from Tudor W. Mask, Sr., and thereafter running short of funds, attempted to borrow enough money to complete the improvements.
- 12. She was then advised that she did not own a clear record title to the real estate, and the loan was refused.
- 13. Your petitioner is now faced with the problem of having in good faith improved property not entirely hers, and having expended all her own funds, is unable to borrow sufficient money to complete the project.
- 14. The said property is incapable of division in kind among the parties in interest without loss or damage to the owners.

TO THE END, THEREFORE,

- 1. That the said real estate may be sold in lieu of partition, and the proceeds divided among the parties to these proceedings with due allowance to your petitioner for the value of her improvements.
- 2. That pursuant to article 93, Section 124 of the Annotated Code of Maryland, your petitioner may be granted leave to publish notice to the creditors of: Mrs. Tudor W. Mask, Sr., Gabriel Philip Mask, and Dudley Mask.
- 3. And for such other and further relief as your petitioner's cause may require.

Respectfully submitted.

CHILDS AND BALD

rquine Mask King

Eugene M. Childs, ATTORNEYS F 192 Duge of Gloucester Street FOR PLAINTIFF

Annapolis, Maryland Colonial 7-8191

ANNAPOLIS, MD.

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LIBER	143	PAGE 370

VIRGINIA MASK KING	LIBER	エレザ	PARESTO		
Glen Isle, Maryland		:		T11	_
PLAINT	IFF	:		IN THE	
VS.		:	· CI	RCUIT	COURT
ROBERT MASK		:	-		
RICHARD MASK RONALD MASK		•		FOR	
7208 Garland Avenue		:			
Takoma Park, Maryland		:			•
ANNETTE M. McLENDEN 2629 Nicholson Avenue	•		ANNE AR	UNDEL	COUNTY
Hyattsville, Maryland		:			
GARY PAUL MASK		. :			
GENE PATRICK MASK Glen Isle, Maryland					
MARCELLA MASK		_		IN	
CRAIG MASK		=			
2208 Calvert Street Lewisdale, Maryland		:			
DAVILEE M. REIS		:	EQUIT	Y NO.	1 3 1 15 4 P
1405 Oakview Drive		:			•
Silver Spring, Maryland	1	:			
ALMA CLARE PIENTKA 730 East Wilbur Avenue		•			
Milwaukee 7, Wisconsin		•			
DEFENDA	INTS	•			

#### ORDER OF PUBLICATION

The object of this procedure is to obtain the sale of real estate in lieu of Partition. The Bill states, among other things, that Mrs. Tudor W. Mask, Sr. died intestate in 1942, the owner of Lots 25 and 26 of Section W of Glen Isle in the Second Election District of Anne Arundel County. Surviving the decedent as her heirs at law were the Defendants Robert Mask, Richard Mask, and Ronald Mask, children of her deceased son, Tudor W. Mask, Jr., a son, Gabriel Philip Mask, a son, Dudley Mask, a daughter, Davilee Mask Reis, a daughter, Alma Clare Pientka; and the husband of the decedent, Tudor W. Mask, Sr.

Gabriel Philip Mask died intestate in February, 1956, survived by his three minor children, Gary Paul Mask, Gene Patrick Mask and Annette Mask

CHILDS AND BALD ATTORNEYS AT LAW ANNAPOLIS, MD.

McLenden, and his widow, the Plaintiff, since remarried. Dudley Mask died intestate January, 1956, survived by his widow, Marcella Mask and a minor son, Craig Mask.

The Bill further states that the adult Defendants gave the Plaintiff to understand that the property belonged to Tudor W. Mask, Sr., so that when the latter deeded the lots to her, she believed that she had complete title. Accordingly, she proceeded to make expensive improvements. In seeking to borrow additional sums to further improve, she learned of the outstanding interests of the Defendants.

It is further alleged that the property is incapable of division in kind among the respective interests without loss or damage to the parties. The Petitioner therefore requests a sale of the property in lieu of Partition and prays for due allowance to her for her improvements made in good faith and for further relief.

IT IS THEREUPON, this day of well, 1959, by the Circuit Court for Anne Arundel County, in equity, ORDERED that the Plaintiff, by causing a copy of this Order to be inserted in some newspaper regularly published in Anne Arundel County, Maryland, once a week for four (4) successive weeks before the day of formula, 1959, give notice to the non-resident Defendants of the subject and substance of the Bill of Complaint and Order, and warning them to be and appear in this Court, in person or by solicitor, on or before the day of formula, 1959 to show cause if any they may have why a decree should not be granted as prayed herein, provided, however, another mode of service may be that a copy of this Order may be personally served on said Defendants one month before the day fixed for their appearance, which day fixed for their said appearance herein is the day of formula, 1959.

George T. Cromwell, Clerk

VIRGINIA MASK KING

IN THE CIRCUIT COURT FOR

Plaintiff

ANNE ARUNDEL COUNTY

VS.

IN EQUITY

ROBERT MASK, et al

NO. 13,564

Defendants

:::::::

## MOTION FOR AMENIMENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Virginia Mask King, by Childs and Bald, her attorneys, pursuant to Rule 320 of the Maryland Rules of Procedure, respectfully shows:

- 1. That unknown to her, the Meredith-Roane Company, Inc., filed a bill of complaint to Foreclose Mechanic's Lien against her and her husband four days before the instant cause was filed.
- 2. That she admits that building material was purchased from the Meredith Rosne Company, Inc. which was used in the improvement of the subject property and it was when she attempted to borrow funds by way of a mortgage for the satisfaction of this claim that she discovered the title problem involved, and accordingly was unable to complete the loan.
- 3. That upon completion of this case she believes that she will be able to pay her indebtedness to Meredith-Roane Company, Inc. in full, but should it proceed to completion of No. 13,555, she is doubtful that either her interest or that of Meredith-Roane Company, Inc. will be protected.

TO THE END, THEREFORE,

- 1. That your petitioner may be permitted to make Meredith-Roane Company, Inc. a party to the instant cause.
- 2. And for such other and further relief as your petitioner's cause may require.

Respectfully submitted.

CHILDS AND BALD

192/Duke of Gloucester Street

Annapolis, Maryland COlonial 7-8191

CHILDS AND BALD ATTORNEYS AT LAW ANNAPOLIS, MD.

1980 JAM -6 FT 3: C5

6

I hereby consent to the passage of the Order prayed in the aforegoing motion.

Malcolm B. Smith
Attorney for Meredith-Roane Company, Inc.

ANNAPOLIS, MD.

MEREDITH-ROANE CO., INC.

IN THE CIRCUIT COURT FOR

PLAINTIFF

ANNE ARUNDEL COUNTY

٧.

ROBERT R. KING and E. VIRGINIA KING

IN EQUITY

**DEFENDANTS** 

NO. 13,564

: : : :

#### ORDER

ORDERED, this day of January, 1960, by the Circuit Court for Anne Arundel County in Equity, that the Plaintiff be and she is hereby authorized to amend her Bill of Complaint to name Meredith-Roane Company, Inc. as a third party to the within cause and is hereby directed to cause to be served upon said third party a copy of all pleadings in this case, together with a copy of the amended pleading as prayed.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

1960 JAN -7 FR 3183

Anne Arundel County

In

Equity No. 13,564

VIRGINIA MASK KING Glen Isle. Maryland PLAINTIFF

vs.
ROBERT MASK
RICHARD MASK
RONALD MASK
T208 Garland Avenue
Takoma Park. Marylond
ANNETTE M. McLENDEN
2629 Nicholson Avenue
Hyattsville, Maryland
GARY PAUL MASK
GENE PATRICK MASK
Glen Isle, Maryland GARI FAUL GENE PATRICK MASK GIEN ISIE, MARYIAND MARCELLA MASK CRAIG MASK 2208 Calvert Street Lewisdale. Maryland DAVILEE M. REIS 1405 Oakview Drive Silver Spring, Maryland ALMA CLARE PIENTKA 730 East Wilbur Avenue Milwaukee 7, Wisconsin DEFENDANTS.

#### Order Publication

The object of this procedure is to obtain the sale of real estate in lieu of Partition. The Bill states, among other things, that Mrs. Tudor W. Alask, Sr. dled intestate in 1942, the owner of Lots 25 and 26 of Section W of Glen Isle in the Second Election District of Anne Arundel County. Surviving the decedent as her heirs at law were the Defendants Robert Mask, Richard Mask, and Ronald Mask, children of her deceased son, Tudor W. Mask, Jr., a son, Gabriel Philip Mask, a daughter, Davilee Mask Reis, a daughter, Alma Clare Pientka; and the husband of the decedent, Tudor W. Mask, Sr.

Alma Clare Pientka; and the nusband of the decedeht, Tudor W. Mask, Sr.

Gabriel Phllip Mask died intestate in February, 1956, survived by his three minor children, Gary Paul Mask, Gene Patrick Mask and Annette Mask McLenden, and his widow, the Plaintiff, since remarried. Dudley Mask died intestate January, 1956, survived by his widow, Marcella Mask and a minor son, Craig Mask.

The Bill further states that the adult Defendants gave the Plaintiff to understand that the property belonged to Tudor W. Mask, Sr., so that when the latter deeded the lots to her, she believed that she had complete title. Accordingly, she proceeded to make expensive improvements. In seeking to borrow additional sums to further improve, she learned of the outstanding interests of the Defendants.

It is further alleged that the

the outstanding interests of the Defendants.

It is further alleged that the property is incapable of division in kind among the respective interests without loss or damage to the parties. The Petitioner therefore requests a sale of the property in lieu of Partition and prays for due allowance to her for her improvements made in good faith and for further relief. IT IS THEREUPON, this 18th day of December, 1859, by the Circuit Court for Anne Arundel County, in equity, ORDERED that the Plantiff, by causing a copy of this Order to be inserted in some newspaper regularly published in Anne Arundel County, Maryland, once a week for four (4) successive weeks before the 25th day of January, 1960, give notice to the non-resident Defendants of the subject and substance of the Bill of Complaint and

OFFICE .

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis. Md., Jasansay 18, 196: We hereby certify, that the annexed nt Mas

was published in

# Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4\_\_\_\_\_ successive weeks before the \_\_25th insertion being made the \_ cimber .... 19 2-9

THE CAPITAL-GAZETTE PRESS, INC.

Order, and warning them to be and appear in this Court, in person or by solicitor, on or before the 26th day of February, 1960; to show cause if any they may have why a decree should not be granted as prayed herein, provided, however, another mode of service may be that a copy of this Order may be personally served on said Defendants one month before the day fixed for their appearance, which day fixed for their said appearance herein is the 26th day of February, 1960.

GEORGE T. CROMWELL, Clerk True Copy, TEST:
GEORGE T. CROMWELL, Clerk J-14

LIBER 125 PAGE 376

VIRGINIA MASK KING

IN THE

**PLAINTIFF** 

CIRCUIT COURT

VS.

FOR

ROBERT MASK, et al

ANNE ARUNDEL COUNTY

· IN

DEFENDANTS

EQUITY NO. 13654

M N N N

#### ORDER

ORDERED this 25 day of January 1960 by the Circuit Court of Anne Arundel County in equity on the aforegoing petition of Virginia Mask King, that the petitioner be, and she is hereby authorized, pursuant to the provisions of Article 93, Section 124, of the Annotated Code of Maryland to publish notice to creditors of Mrs. Tudor W. Mask, Sr., Gabriel Philip Mask and Dudley Mask.

D. Brui Duchett

CHILDS AND BALD ATTORNEYS AT LAW ANNAPOLIS. MD.

1550 JAN 26 11 11 54

730 East Wilbur Avenue Milwaukee 7, Wisconsin January 30, 1960

Mr. Eugene M. Childs Childs and Bald 192 Duke of Cloucester Street P. G. Box 787 Annapolis, Maryland

Dear Mr. Childs:

This will acknowledge the receipt of a certified letter bearing your signature under date of January 21, 1960 and bearing a January 25, 1960 postmark from Annapolis, Maryland.

You state that Mrs. Virginia Mask King has filed a Bill of Complaint in the Circuit Court of Anne Arundel County, requesting partition of a certain property and has named me as one of the parties of interest. You also state that in accordance with Rule 105 of the Maryland Rules of Procedure, you have enclosed a copy of a notice published in the Evening Capital, a newspaper published in Anne Arundel County, Maryland.

You are advised that your letter contained no enclosures. It is, therefore, requested that you forward a copy of the published notice to me at your very earliest convenience, in accordance with the aforementioned Rules of Procedure. Upon receipt of such notice, I will proceed with whatever action I deem necessary.

It should be made a matter of record that my mother, Mrs. Davilee Mask, prepared a will approximately one year before her death in which she expressly stated her intentions concerning the Glen Isle property which is now at issue. I had an opportunity to examine a copy thereof when it was in the possession of my brother and deceased husband of Mrs. Virginia Mask King. It is unbelievable that the original document was never filed with the proper authorities and, if so, why it cannot be located.

Very truly yours,

Alma Clare Flencka
960 FEB -3 PM 2:05

ACP:mp

cc. Clerk of Circuit Court
Anne Arundel County, Maryland

VIRGINIA MASK KING

IN THE CIRCUIT COURT FOR

Plaintiff

. Vs:

ANNE ARUNDEL COUNTY

ROBERT MASK, et al

NO. 13,564 EQUITY

Defendants

#### PETITION FOR LEAVE TO INTERVENE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

MEREDITH-ROANE COMPANY, INC., a Maryland corporation, by Malcolm B. Smith, its attorney, alleges as follows:

FIRST: That heretofore, on or about October 28, 1959, the Petitioner, MEREDITH-ROANE COMPANY, INC., filed a Mechanic's Lien with the Clerk of this Court claiming the sum of THREE THOUSAND, TWO HUNDRED, TWENTY-ONE DOLLARS and SEVENTY-FIVE CENTS (§3,221.75) against the property herein sought to be sold for purposes of partition, for work and materials furnished by the Petitioner in or about the construction, erection or repair of the improvements upon the said property.

SECOND: That thereafter, the said claim not having been paid, your Petitioner filed a Bill of Complaint in this Court to foreclose its Mechanic's Lien aforesaid, the case being numbered 13,555 Equity.

THIRD: That it has been agreed between counsel for the Plaintiff,
VIRGINIA MASK KING, and counsel for the Petitioner, MEREDITH-ROANE COMPANY, INC.
that the proceedings in Case No. 13,555 Equity should be suspended without
prejudice pending the outcome of this cause, and that the said MEREDITH-ROANE
COMPANY, INC. should be made a party defendant in these proceedings by reason
of its Mechanic's Lien aforesaid, and that in the event that this Court shall
order a sale of the property in question for purposes of partition, then the
claim of MEREDITH-ROANE COMPANY, INC., in the amount of 33,221.75, plus interest
from October 28, 1959, should be given first priority for payment from the
proceeds of any such sale, after payment of the costs and expenses of said
sale and these proceedings.

FILED

1960 FEB 23 MM 11: 26

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

WHEREFORE, your Petitioner prays that this Honorable Court pass an order allowing your Petitioner to be made a party defendant in these proceedings and to file its answer to the bill of complaint herein.

AND AS IN DUTY BOUND, etc.

Malcolm B. Smith 88 State Circle Annapolis, Maryland

Annapolis, Maryland Telephone: Colonial 8-3591

Attorney for Petitioner

#### + + STIPULATION + +

It is hereby stipulated by counsel for the Plaintiff, VIRGINIA MASK KING, that the allegations contained in the aforegoing petition are true, and the Plaintiff gives her consent to MEREDITH-ROAKE COMPANY, INC., intervening in these proceedings as a party defendant.

CHILDS AND BALD

av.

Lugene M. Childs

Attorney for Plaintiff

#### + + ORDER OF COURT + +

Upon consideration of the aforegoing Petition and Stipulation, it is, this 23 day of 1960, by the Circuit Court for Anne Arundel County, ORDERED: That MEREDITH-ROAME COMPANY, INC., a Maryland corporation, be, and it is hereby, allowed to intervene in these proceedings as a party defendant, and to file its answer to the bill of complaint as filed herein within fifteen (15) days from the date of this Order.

Judge

FILED

1960 FEB 23 PM 3: 04

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

VIRGINIA MASK KING

IN THE CIRCUIT COURT FOR

Plaintiff

Vs:

ANNE ARUNDEL COUNTY

ROBERT MASK, et al

NO. 13.564 EQUITY

Defendants

ANSWER OF INTERVENING DEFENDANT
TO BILL OF COMPLAINT

+++++++++++

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of MEREDITH-ROANE COMPANY, INC., intervening defendant, leave of this Court having been obtained to file the same, respectfully shows:

Answering the said Bill of Complaint and each and every paragraph thereof, this Defendant states that it has no knowledge of the allegations contained therein, and can neither admit nor deny the same, but alleges that it has a claim against the property which is the subject matter of these proceedings in the amount of THREE THOUSAND, TWO HUNDRED, TWENTY-CNE DOLLARS and SEVENTY-FIVE CENTS (\$3,221.75) for work and materials furnished in or about the construction, erection or repair of the improvements upon the said property, and that its Mechanics Lien claim therefore has priority for payment, after payment of the costs and expenses of these proceedings in the event that a sale of the property is ordered, and this Defendant places its rights under the protection of the Court.

AND AS IN DUTY BOUND, etc.

Malcolm B. Smith

Attorney for Meredith-Roane Company,

Inc., Intervening Defendant

+ + CERTIFICATE OF MAILING + +

I HEREBY CERTIFY that on this <u>22</u> day of <u>fift</u>, 1960, I mailed a copy of the aforegoing Answer to Childs and Bald, 192 Duke of Gloucester Street, Annapolis, Maryland, attorneys for Plaintiff

Attorney for Meredith-Roane Company,

Inc., Intervening Defendant

FILED

1960 FEB 23 PM 3:37

MALCOLM B. SMITH ATTORNEY AT LAW ANNAPOLIS, MD.

14

730 East Wilbur Avenue Milwaukee 7, Wisconsin February 23, 1960

Mr. Eugene M. Childs Childs and Bald 192 Duke of Gloucester Street P. C. Box 787 Annapolis, Maryland

Dear Mr. Childs:

Receipt is acknowledged of your letter dated February 3, 1960, along with a Bill of Particulars regarding the Glen Isle property.

dying intestate, please be advised that all members of our immediate family, including Mrs. Virginia Mask King, could testify that a will existed. My sister, Mrs. Davilee Reis, was named the Executrix and performed at least a part of her duties in this respect by meeting certain obligations relating to this property. Certain necessary expenses were paid for several years after Nother's death. In addition, all documents pertaining to the property, as well as a copy of the will were given to Mrs. King in the latter part of 1957. This she voluntarily admitted to me.

It should be made a matter of record that some time in February of 1959, Mrs. King, in a long distance telephone conversation, requested, and was refused, permission to either improve the property in question or to make her residence there. On a visit to Washington, D.C. in April of 1959, I was amazed to see that she disregarded the wishes of the parties of interest by making certain improvements to the property without any authority. How, then, can she be entitled to any reimbursement for any expenses incurred in connection therewith?

FILED 1960 FEB 29 AM 10: 34 Undoubtedly, such confusion must ultimately be settled by the court in whose judgement we can also rely concerning our claim in this matter.

Insofar as my own position is concerned, I believe my interest in this property has some value. I, therefore, go on record as offering to sell my interest to Mrs. Mask King for the sum of \$1,000.00.

Very truly yours,

alma Clare Fientka.

Alma Clare Pientka

ACP:mp

cc. Clerk of Circuit Court Anne Arundel County, Maryland

VIRGINIA MASK KING

NO. 13,654

EQUITY

Plaintiff

IN THE CIRCUIT COURT

vs.

ROBERT MASK, et al

FOR

Defendants

ANNE ARUNDEL COUNTY

## PETITION TO APPOINT GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Virginia Mask King, by Childs and Bald, her Solicitors, respectfully represents:

- 1. That Annette M. McLenden, Gary Paul Mask, Gene Patrick Mask and Craig Mask have all been duly summoned and copies of the Bill of Complaint have been left with a person in whose custody they were found.
- 2. That the above-named respondents being infants can neither admit nor deny the allegations contained in the Bill of Complaint.

TO THE END, THEREFORE,

May it please your Honors to pass an Order in these presents appointing a guardian ad litem on behalf of the infant respondents and directing said guardian to appear and file an answer on their behalf.

Respectfully submitted.

CHILDS AND BALD.

Bv:

Eugene M. Childs

192 Duke of Gloucester Street

Annapolis, Maryland COlonial 7-8191

Attorneys for Plaintiff

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED 1960 MAR-2 AM 9:48

VIRGINIA MASK KING

Plaintiff

IN THE CIRCUIT COURT

FOR

ROBERT MASK, et al

Defendants

ANNE ARUNDEL COUNTY

#### ORDER

ORDERED, this 2 day of March, 1960, by the Circuit Court for Anne Arundel County, in Equity, on the afore-Erust Florestano going Petition, that be, and he is hereby appointed Guardian Ad Litem to appear and answer for Annette M. McLenden, Gary Paul Mask, Gene Patrick Mask and Craig Mask, infant defendants in the above cause.

Michaelson

FILED 1960 MAR -2 PM 12: 28

VIRGINIA MASK KING Plaintiff		No. 13,654 XXXXXXXXXXX
:		IN THE
· • <b>V8</b> .	. (	CIRCUIT COURT
		FOR
ROBERT MASK, et al		ANNE ARUNDEL COUNTY
Defendants	····· <i>\</i>	

#### **DECREE PRO CONFESSO**

The respondents, Richard Mask, Ronald Mask and Marcella Mask and Marcella Mask of the respondents, Richard Mask, Ronald Mask and Marcella Mask of the said sector of the bill of complaint and answer same according to the command of the said sector of publication for writ of summons).

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondent of the time and place of taking of testimony.

Benjamin Michaelon

FILED 1960 MAR -3 PM 1:50

	<b>ا</b>
VIRGINIA MASK KING Plaintiff	No. 13,65h XXVVXECESX EQUITY
	IN THE
<b>∀</b> 8.	CIRCUIT COURT
<b>vo.</b>	FOR .
ROBERT MASK, et al	ANNE ARUNDEL COUNTY
DECREE PRO C	ONFESSO
The respondents, Robert Mask, Davilee M. R	eis and Alma Clare Pientka
after order of publication duly published (accessed bat	coing been duly suggested), having failed to
appear to the bill of complaint and answer same acc	cording to the command of the said order of
publication. (612-92002-05-05-05-05-05-05-05-05-05-05-05-05-05-	
It is, thereupon, thisday	of March 1960
by the Circuit Court for Anne Arundel County in Equ	uity adjudged, ordered and decreed that said
bill of complaint be, and the same is hereby, taken pro	o confesso against said respondents, Robert
Mask, Davilee M. Reis and Alma Clare Pientka.	
And it is further ordered that leave is hereby gra	nted to the complainant to take testimony be-
fore any one of the standing Examiners of this Court	in support of the allegations of the said bill
upon giving due notice to the respondent of the time a	nd place of taking of testimony.
	Benjamin Micleachon
	· :
FILE	D
1960 MAR -3 PM	1,

20

VIRGINIA MASK KING

NO. 13,564 EQUITY

Plaintiff

IN THE CIRCUIT COURT

VS.

FOR

ROBERT MASK, et al

ANNE ARUNDEL COUNTY

Defendants

#### ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of Annette M. McLenden, Gary Paul Mask, Gene Patrick Mask and Craig Mask by Ernest Florestano, Guardian ad litem, duly appointed by order of this Court, dated March 2, 1960, to the Bill of Complaint of Virginia Mask King against them exhibited in this Court.

These defendants, being infants, can neither admit nor deny any of the allegations in said Bill contained and, therefore, submit their rights hereunder to the protection of this Honorable Court.

And as in duty bound, etc.,

Ernest Florestano, Guardian Ad Litem

#### Legal Notice

CHILDS AND BALD
Attorneys
192 Duke of Gloucester Street
Annapolis, Maryland

#### In The Circuit Court Of

Anne Arundel County Equity No. 13,564 VIRGINIA MASK KING

Versus
ROBERT MASK, et al
Defendants

#### Notice To **Creditors**

Notice is hereby given that pursuant to an order of the Circuit Court for Anne Arundel County, dated the 25th day of January 1960, the undersigned, Attorneys for the Plaintiff have been directed to publish notice to the creditors of

MRS. TUDOR W. MASK, SR. (DAVILEE MASK) GABRIEL PHILIP MASK DUDLEY MASK

late of Anne Arundel County, de-

ceased.

All persons having claims against the deceased are hereby warned to file same, with vouchers thereof in the captioned case, with the Clerk of said Court on or before the 6th day of May 1960, otherwise they may be exicuded from all benefit of said estate; All persons indebted to said estate are requested to make immediate payment. mediate payment.

For further particulars inquire: EUGENE M. CHILDS

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLOER OF CONTRACT FOR ANNE ARUNOEL COUNTY AGVERTISING

#### CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7 ...., 1960 We hereby certify, that the annexed \_\_\_\_ Potise to Creditors

was published in

## Evening Capital

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THE CAPITAL-GAZETTE PRESS, INC.

2.2

VIRGINIA MASK KING,

TN

Plaintiff

THE CIRCUIT COURT

VS.

FOR

ROBERT MASK, et al

ANNE ARUNDEL COUNTY

Defendant

NO. 13,564 EQUITY

TESTIMONY ON BEHALF OF THE PLAINTIFF
March 10, 1960

#### Present:

Mr. Eugene: M. Childs, Solicitor for Plaintiff

Mr. Malcolm B. Smith, Solicitor for Meredith Roane Company

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Shirley Miller, Court Stenographer

#### Witnesses:

Virginia M. King, pages 2 - 9

Edwin A. O'Callaghan, pages 10-12

J. Lawrence Carlson, pages 13 - 14

Robert R. King, pages 15 - 17

FILED 1960 MAR 22 AM 10: 36

Childs - Mr. Examiner, I would like to offer at this time copies of six letters with return receipts, notifying the various defendants of taking testimony today.

(LETTERS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

Virginia Mask King, a witness of lawful age, being

first duly sworn, deposes and says:

#### (Mr. Childs)

- Would you state your name and address, please?
- A. My name is Mrs. Virginia Mask King, Rt. 1, Box 73 in Glen Isle.
- 2. Are you the plaintiff in this case, Mrs. King?
- A. Yes, I am.
- 3. Who is Robert Mask?
- A. Robert Mask is a nephew of Mrs. Tudor W. Mask.
- 4. A nephew?
- A. A grandson.
- 5. Who is his father?
- A. His father was Tudor Mask, Jr.
- 6. Is he living or dead?
- A. He is dead.
- 7. Likewise, Richard and Ronald Mask, are they also sons of Tudor W. Mask, Jr.?
- A. Yes.
- 8. Who is Annette M. McLenden?
- A. Annette M. McLenden is my daughter, a granddaughter of Mrs. Tudor W. Mask. Her father was a son of Mrs.
  - Tudor W. Mask.
- 9. What is the name of her father?
- A. Gabriel Philip Mask.
- 10. Is he living or dead?
- A. He is dead.
- 11. When did he die?

Α.	He died in 1956.
12.	How old is Annette M. McLenden?
Α.,	Annette M. McLenden is nineteen years old.
13.	Who are Gary Paul Mask and Gene Patrick Mask?
Α.	Gary Paul Mask and Gene Patrick Mask are my sons,
	grandsons of Mrs. Tudor W. Mask, and their father wa
	Gabriel Philip Mask, and they live with me at Glen
	Isle.
14.	Who is Marcella Mask?
Α.	Marcella Mask is the daughter-in-law of Mrs. Tudor
	W. Mask.
15.	Who is her husband?
Α.	Her husband was Dudley L. Mask.
16.	Is he living or dead?
Α.	He is dead.
17.	Who is Craig Mask?
Α.	Craig Mask is their son, the son of Marcella and
	Dudley, and a grandson of Mrs. Tudor W. Mask.
18.	How old is he?
· ·	He is fourteen. I am not quite sure, thirteen or
	fourteen.
19.	Who is Davilee M. Reis?
A	Davilee M. Reis is Mrs. Tudor W. Mask's daughter.
20.	Do you know her whereabouts at the present time?
۵.	At the present time I do not know just where she is.
er er	I heard they had been transferred overseas. I am not
	sure.
21.	1405 Oakview Drive, Silver Spring, Maryland was the
	last known address?
Α.	Was the last known address.
22.	Who is Alma Clare Pientka?
Α.	Alms Clana Panting

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- 23. Are Robert, Richard and Ronald Mask of age?
- A. Yes, they are.
- 24. Is Marcella Mask of age?
- A. Yes, she is.
- 25. Are Davilee Reis and Alma Clare Pientka of age?
- A. Yes, they are.
- Now Mrs. King, I have stated in the bill of complaint that Mrs. Tudor W. Mask died intestate, a resident of Washington, in 1942. Is that correct?
- A. No, she died in 1949.
- Would you state the circumstances surrounding her death; did she leave a will or not?
- A. Yes, she left a will with Mrs. Davilee Reis as executrix. After the funeral the will was read. The property was left to the four children. Gabriel Mask, Dudley Mask, Davilee Reis and Alma Clare Pientka. After the reading of the will the children thought that that wasn't right so they signed a paper signing the property over to their father, Mr. Tudor W. Mask, Sr.
- 28. What happened to the will?
- A. To my knowledge Mrs. Reis had it in her possession.
- 29. Was it ever offered for probate?
- A. It was never recorded. It has never been found, the will not the paper has never been found.
- 30. And the paper is the one that the four children conveyed their interest to Tudor W. Mask, Sr.?
- A. That's right.
- Has any administration been conducted in the estate of your husband?
- A. No.
- 32. Or of Philip or Gabriel Mask?

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'	
<b>A.</b>	Gabriel is my husband. You mean Dudley.
33.	Excuse me, Dudley or Tudor Mask?
Α.	No, nothing has been done on either one of those.
34.	Now the property at Glen Isle, Mrs. King, would you
;	describe that property on the date of the death of
	Mrs. Mask? It consisted of two lots, did it?
Α.	On the date of the death of Mrs. Mask it consisted of
	two lots, lots 25 and 26 W, of Glen Isle.
35.	How was it improved?
Α.	It had a beach cottage on it. It had a closed in,
	screened in, not closed in, screened in porch and
	a living room, a dining room and a kitchen that was
	partitioned with plywood and none of these rooms were
	closed off.
36.	Did it have plumbling in it?
A.	It had no plumbing in it.
37.	Did it have any heating?
Α,.	It had no heating. It did have the one line of
	electricity run in for lights.
38.	Now who paid the taxes on the property after the
• •	death of Mrs. Mask?
A. 3	Mrs. Reis paid the taxes until 1949 to 1954. 1954
•	through '58 I have paid them.
39.	When you came to Glen Isle, would you describe the
	conditions of the improvements on the property at that
	time?
A. =	When I came down to Glen Isle to improve the property
	the house was leaking, the roof was just full of littl
	leaks throughout all the rooms in the house. The board
	had warped up. The windows were broken. There was
	some kind of furniture in there, little odds and ends
	that had been gathered through the wears. There was

just about half of what was originally down there when she died, that was left. I took and nailed up the windows and asked Mr. O'Callaghan to keep his eye on the property, which he did for me, but even with him keeping his eye on it there was still more vandalism, until I could get in there and stay in there.

- 40. Now did you inquire of the other heirs as to what use was to be put to the property?
- A. Throughout the years they all said they wished somebody would take it over so it would be straightened out. They wanted to have the property straightened out. They wanted one person in the family to do it. Nobody wanted to take it over. So in late 1956 I inquired and was granted permission.
- 41. By whom?
- A. By Mr. Tudor W. Mask. I thought due to the strength of having signed, the children having all signed their rights over to him, I thought he owned the property.
- Is there a letter which indicates he felt likewise?

  A. He also thought so.
- 43. I ask you to identify this paper.
- A. This paper is written on Dr. Gaillard's stationery and he is next door to where Mr. Mask is in Alabama right now, and he is a life long doctor and friend of the family. He also is a notary.
- Щ. This is Mr. Mask's handwriting?
- A. It is Mr. Mask's handwriting.
  - (LETTER FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)
- Now after receiving these letters from your father inlaw did you obtain a deed from him for the property?

Α.	Yes, I did.
46.	Is that the deed?
<b>A</b> .	This is the deed.
7.	(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)
47.	What did you undertake to do on the property?
Α.	I decided I would like to make it a permanent home
	there.
48.	Now did you own property elsewhere?
A.	I had owned a house in the District of Columbia.
49.	What happened to that?
Α.	I have a boy ten years old and I was going out every-
	day to work, and it was in the neighborhood of a
	hospital there and getting a lot of undesirable
	characters around living close to you.
50	Excuse me just a moment. How much money did you
•	clear from the sale of your house there?
A.	I cleared $\$\mu$ ,000.00 from the sale, and the $\$\mu$ ,000.00
	I have put into this house in Glen Isle.
51.	What improvements did you make to the property?
Α.	Well we cleared the land and there had been just
•	enough trees cut down off the land to build a small
	cottage. We cleared the land, and we put in plumbing
	and heating, electricity and from the small cottage
	we added an eight room house.
<u>5</u> 2.	Now was \$4,000.00 all that/it require d?
A. :	No, not by a long shot.
53.	Did you spend all your money?
<b>A</b> .	I spent all my money, the \$4,000.00 plus more.
54.	Then did you apply for a loan?
A .	I applied for a loan.
<b>5</b> 5.	What happened then?
A .,	At that time I found out that I didn't have any title.
	0 01010.

# LIBER 125 page 396

56.	You mean you didn't have any title?
Α.	I didn't have any title whatsoever to the place, and
	there was no way I could get a clear deed in order
	to obtain the loan. You have to have a clear deed.
57.	Well actually you had your father-in-laws interest
	and the interest of your husband?
Α.	That's right. I had my father-in-laws and my husband'
	interest, but I had to go to Mr. Childs and see what
1	he could do and advise me about this.
, <b>58</b> .	As a result we brought this suit or petition?
Α.	That is right.
59.	Mrs. King, is it your opinion that this property
	could be divided among the parties to this suit
	without loss to the parties?
A.	I don't see how it would be possible.
60.	Why do you say that?
Α.	Because there are so many involved in there and it
	would just be one little patch of something here
	and there that nobody would gain anything out of it
	and they would actually be losing.
61.	You are therefore requesting the Court to sell the
	property and divide the proceeds?
A	That is right.
62.	And how much all together have you put into improve-
•	ments, your own money and improvements which are not
	yet paid for?
Α.	My own money and improvements not yet paid for I put
	\$13,251.76.
63.	Are these all the bills and invoices?
A	Yes, except for one, the last item on here.
64.	What is the last item?

The last item is the bill to Meredith Roane for

### \$3,221.75.

- 65. And that has not been paid?
- A. That has not as yet been paid.
- 66. Are there any other items that have not been paid?
- A. No, these are all paid, all the receipts are shown here.
- I believe there are a few claims that have been filed in the estate. Has Mr. John A. Stockett been paid?
- A. No, he did not complete his work yet.
- 68. So far as you know everyone else has been paid?
- A. Yes, they have.
- Do you request in the event the Court sees fit to order the property sold that you be allowed the proportionate value of the improvements?
- A. Yes, I would like to request that.

### (Mr. Smith)

- 1. Mrs. King you said that there was an outstanding bill of \$3,221.75 to Meredith Roane Company?
- A. That is right.
- 2. Now was that bill for materials furnished in the improvement and repair of the property?
- A. Yes, it was.
- 3. And those materials went into the property?
- A. They went into the property.
- Is it true that a mechanic's lienswas filed by

  Meredith Roane Company against the property on or

  about the 28th of October, 1959?
- A. That is true.
- And you are consenting that this lien be given priority in event of the sale of the property?
- A. That is right.

(BILLS & RECEIPTS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

### QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer .	70	; ;		
Signature	6 Juga	ia Mas	& King	<b>?</b> .
		9 (7) 3)		• • •

Edwin A. O'Callaghan, a witness of lawful age, being first duly sworn, deposes and says:

### (Mr. Childs)

- 1. State your name and address, please sir?
- A. Edwin A. O'Callaghan.
- Where do you live, Mr. O'Callaghan?
- A. At Glen Isle.
- 3. How long have you lived there?
- A. I have lived there approximately nine years.
- 4. What is your occepation, sir?
- Retired plumbing inspector, Washington, D. C.
- 5. Mr. O'Callaghan, are you familiar with the property values in Glen Isle?
- A. I think I am quite familiar with it down there; since 1949 I have been going back and forth down there.
- 6. Are you acquainted with the property which is the subject of this suit?
- Yes, very much so. I was very much interested in it because I called Mrs. King once and when she came down again, then it was Mrs. Mask, and I asked her if she would mind me going in and locking the windows, because it was kind of deteriorating from the weather see, so I got a five foot ladder and went up and closed all the casement windows and went out the front door. I tried to the best of my ability to watch it the best I possibly could.
- Now will you describe the condition of the building, the improvements on the property before Mrs. King started to make improvements?
- Well there weren't any improvements on the house itself.

  When Mr. and Mrs. King started off they cleared all

  the trees off of the two lots which makes it very nice

lo	oking	today.

- 8. What was the condition of the house?
- A. In a very deplorable condition. The oak floors were all warped, the roof was leaking and in the back there was no tarpaper on the roof at all and they had to temporarily fix that.
- 9. Was there any plumbing?
- No, plumbing, outside toilet.
- 10. Any heating?
- A. No heating.
- 11. Had the property been subject to vandalism?
- A. I would say so, plainly visible.
- 12. What did you see?
- A. I saw the screen, which was a screen porch, and that screen had been broken. The latch on the inside was turned from the outside and the glass in the front door was busted. Quite a bit of the furniture was turned upside down and broken, and windows broken.
- 13. Were the windows all broken?
- A. Well not all of them. I would say approximately twelve to fifteen windows all around the building. They were all casement sash.
- In your opinion what was the value of the two lots before the Kings started to make improvements there?

  A. Well I will tell you. I really don't know what the value would be but if I was going to buy that property then at that time, \$1500.00 would be the maximum
- 15. Including the house?

including the house.

- A. Yes, sir.
- 16. And what do you think the house is worth itself?
- A. Well at most, a maximum of \$800.00. It would be

torn down I would say.

- 17. It would be torn down?
- A. Yes, sir.

### QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer . A.O.

Signature . 6. durin G. O. Calley Jum.

J. Lawrence Carlson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

- 1. Would you state your name and address please?
- A. J. Lawrence Carlson, 1 Gorman Street, Annapolis, general contractor.
- 2. Mr. Carlson, are you familiar with property values in Anne Arundel County?
- A. I am.
- 3. In what capacity?
- A. I have done appraisal work for the Workmen's Building & Loan and private individuals for the past twelve years.
- Have you had occasion to visit the property belonging to, or which is the subject of this suit, at Glen Isle within a recent time?
- A. I visited the property about a month ago when an application was made to Workmen's Building & Loan Association for a loan on the property. I found a one story house, essentially complete. The house appeared to consist of an original, small original building with partitions. There was an oil fired hot air heating system. The house was wired for electricity. It had a modern kitchen and in general was complete except a final roof and a closing in of the foundation. The house was occupied.
- 5. Did it have a utility room?
- A. It had a utility room.
- 6. Did it have a well?
- A. I inquired and was told the well was there and shown a pump and a storage tank.
- 7. Do you recall the number of bedrooms?

A .	I believe there were four bedrooms.
8.	Did you notice the kitchen?
Α.	Yes, the kitchen was well equipped with modern
;	appliances.
9.	Did you form an opinion as to the value of the
1	improvements at that time?
Α.	I did.
10.	And what in your opinion was the value?
Α.	I felt at that time that the house as it stood was
• .	worth approximately \$8500.00 and that it would
	require approximately \$1000.00 to bring it to
	completion.
11.	Now did you form an opinion as to the value of the
	lots on which the house was situated?
Α.	I think the lots are worth approximately seven hundre
1	and fifty or eight hundred dollars a piece. The
	piece of ground upon which the house sits, as it was
	pointed out to me, is worth approximately \$1600.00.
12.	Mr. Carlson, in your opinion is the property which
•	is the subject of this suit capable of division in
· ·	kind among the parties to this suit without loss to
:	any of them?
•	It is not.
13.	Why do you say that?
A.	Because the very nature of the property makes it
	impossible to divide it in kind among a number of
	heirs or among a number of people unless they tore
	it down.
	<b>1</b> h
<i>:</i>	<del>-44</del>

### QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer Faurence Calle

Signature

Mr. Robert R. King, a witness of lawful age, being first duly sworn, deposes and says:

### (Mr. Childs)

- Mr. King, would you state your name and address, please?
- A. Robert R. King, Glen Isle, Box 73, Route 1.
- 2. Mr. King, do you recall Mr. Carlson's visit to your wife's property?
- A. Yes, I do sir. I was home.
- 3. At that time or rather since that time have there been any additional improvements made?
- A. Yes, sir.
- 4. Of what nature?
- There has been a slag roof put on the entire house since then.
- 5. That was after the case was started then?
- A. Oh, yes.
- 6. Why have you made improvements? Was the roof leaking?
  - Yes, it was leaking.
- 7. Was the property subject to deterioration?
- A. Yes, absolutely. Everytime it rained in on me so it had to be completed.
- 8. Will you tell us any other improvements?
- We have since covered the floors with tile, which again was necessary because it was only a subfloor there and everytime the wind blew it blew in through the cracks in the floor. It got right cold before it got down too.
- 9. Mr. King, can you describe the condition of the improvements before you started to make additions?
- A. Well the first time I saw the place, Mr. Childs, was shortly after I was married.

10. When was that?

Α.

- A. That was in November of last year, it has been a year ago. I will be frank with you, and there just wasn't very much there.
- 11. What did you see, Mr. King?
- A house built with an "A" hip, like originally, and then they had added on one room about 14 by perhaps 12 or 13, and then later had gone in and divided that with six foot high, using 4 by 6 plywood to separate this into two rooms making it into bedrooms. There wasn't any doors other than the two outside doors, the front door and the back door. The back steps which was about four and a half to five feet from the ground was completely gone, as was the sill under the house.
- 12. Was there any condition of rot anywhere?
  - There was rot and the entire back of the house had to be taken off and I got some sheathing from Meredith will Roane which you/find bills there that were paid, which was long before we brought anything down there, just something to temporarily save the house until she decided what she wanted to do. We used this on the back of the house and then covered it with tarpaper to stop the leaks. The flooring in the entire back of the house was completely gone, if you know what I mean. It had buckled up and rotted in between until there was a separation from anywhere from a quarter of an inch to better than three quarters of an inch between the tongue and groove flooring that had been in there originally, when the house was originally built.
- 13. What was the condition of the roof?

A. Well you could say there was a roof there but that was all because it rained in just like a sieve. We had been there after a rain or snow and everything was wet. That was all.

14. Was there any termite damage?

A. Yes, there were termites under the house and the front porch, on the part that is now the kitchen I put all new stringers under there and tore the floor up and burned it, burned the wood.

15. What was the condition of the windows?

The windows, well I myself made two trips down there and nailed them shut and each time I went down there I found them open again. There was an old overstuffed couch in there. I suppose you people have been around something that has been exposed to the dampness and elements and it takes on an odor: all of its own, and this thing was green with mold and you couldn't get in without opening the windows.

### QUESTION BY THE EXAMINER:

A.

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer Signature Signature

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 22 day of March, 1960.

John G. Rouse, Jr., Examiner (SEAL)

J.R. \$10.00

s.m. \$17.00 Jm

### CHILDS AND BALD 192 DUKE OF GLOUCESTER AT

P. O. BOX BOZ 787 ANNAPOLIS, MARYLAND

LEROY BALO

March 4, 1960

TELEPHON COLONIAL 3-2181

### CERTIFIED MAIL

Mrs. Davilee M. Reis 1405 Oakview Drive Silver Spring, Maryland

Dear Mrs. Reis:

This is to advise that on Thursday, Harch 10th, at 3:00 p.m., testimony will be taken in the Grand Jury Room of the Circuit Court for Anne Arundel County relative to the Bill of Complaint of Virginia Mask King vs. Robert Mask and others, No. 13,564 Equity.

You are invited to be present in person or by solicitor to state under oath any matters which you may feel pertinent to the subject of this cause.

Since the property must be sold at public sale in order to clear the title, there is no guarantee as to what your share of the proceeds of sale will be. However, I would suggest that in order to see that your interests are properly protected, that you retain local counsel to represent you.

However, should you decide not to be formally represented, I will be glad to advise of the sale's price and later the value of your interest as determined by the Court.

> Very truly yours, CHILDS AND BALD

Eugene M. Childs

EMC:mab

FILED

1960 MAR 22 AM 10: 49

# 1-INSTRUCTIONS TO DELIVERING EMPLOYEE  Deliver ONLY to Show address where delivered  (Additional charges required for these services)
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### CHILDS AND BALD P. O. BOX BOE 787

P. O. BOX 52 ANNAPOLIS, MARYLAND

EUGENE M. CHILDS LEROY BALD

March 4, 1960

TELEPHONE COLONIAL 3-2181

### CERTIFIED MAIL

Mrs. Marcella Mask 2208 Calvert Street Lewisdale, Maryland

Dear Mrs. Mask:

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Very truly yours,

CHILDS AND BALD

Eugene M. Childs

EMC: mab

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## UBER 125 PAGE 411

LAW OFFICES

CHILDS AND BALD

P. O. BOX BOX 787 ANNAPOLIS, MARYLAND

EUGENE M. CHILDS

TELEPHONE COLONIAL 3-2181

March 4, 1960

### CERTIFIED MAIL

Mr. Ronald Mask 7208 Garland Avenue Takoma Park, Maryland

Dear Mr. Mask:

This is to advise that on Thursday, March 10th, at 3:00 p.m., testimony will be taken in the Grand Jury Room of the Circuit Court of Anna Arundel County relative to the Bill of Complaint of Virginia Mask King vs. Robert Mask and others, No. 13,564 Equity.

You are invited to be present in person or by solicitor to state under oath any matters which you may feel pertinent to the subject of this cause.

Since the property must be sold at public sale in order to clear the title, there is no guarantee as to what your share of the proceeds of sale will be. However, I would suggest that in order to see that your interests are properly protected, that you retain local counsel to represent you.

However, should you decide not to be formally represented, I will be glad to advise of the sale's price and later the value of your interest as determined by the Court.

Very truly yours,

CHILDS AND BALD

Eugene M. Childs

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CHILDS AND BALD P. O. BOX DER 787

ANNAPOLIS, MARYLAND

EUGENE M. CHILDS LEROY BALD

TELEPHONE

March 4, 1960

### CERTIFIED MAIL

Mr. Richard Mask 7208 Garland Avenue Takoma Park, Maryland

Dear Mr. Mask:

This is to advise that on Thursday, March 10th, at 3:00 p.m., testimony will be taken in the Grand Jury Room of the Circuit Court for Anne Arundel County relative to the Bill of Complaint of Virginia Mask King vs. Robert Mask and others, No. 13,564 Equity.

You are invited to be present in person or by solicitor to state under oath any matters which you may feel pertinent to the subject of this cause.

Since the property must be sold at public sale in order to clear the title, there is no guarantee as to what your share of the proceeds of sale will be. However, I would suggest that in order to see that your interests are properly protected, that you retain local counsel to represent you.

However, should you decide not to be formally represented, I will be glad to advise of the sale's price and later the value of your interest as determined by the Court.

Very truly yours,

CHILDS AND BALD

Eugene M. Childs

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LAW OFFICES

## CHILDS AND BALD 192 DUKE OF GLOUCESTER STREET P. O. BOX 502 787 ANNAPOLIS, MARYLAND

EUGENE M. CHILDS LEROY BALD

March 4, 1960

TELEPHONE

### Certified Mail

Mrs. Alma Clare Pientka 730 East Wilbur Avenue Milwaukee 7, Wisconsin

Dear Mrs. Pientka:

This is to advise that on Thursday, March 10th, at 3:00 p.m., testimony will be taken in the Grand Jury Room of the Circuit Court for Anne Arundel County relative to the Bill of Complaint of Virginia Mask King vs. Robert Mask and others, No. 13,564 Equity.

You are invited to be present in person or by solicitor to state under oath the matters contained in your letter of February 23, 1960.

Since the property must be sold at public sale in order to clear the title, there is no guarantee as to what your share of the proceeds of sale will be. However, I would suggest that in order to see that your interests are properly protected, that you retain local counsel to represent you.

However, should you decide not to be formally represented, I will be glad to advise of the sale's price and later the value of your interest as determined by the Court.

Very truly yours, CHILDS AND BALD

Eugene M. Childs

EMC:mab

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LAW OFFICES

## CHILDS AND BALD 192 GUKE OF GLOUCESTER STREET F. O. BOX 508 787 ANNAPOLIS, MARYLAND

EUGENE M. CHILDS

TELEPHONE COLONIAL 3-2161

March 4, 1960

### CERTIFIED MAIL

Mr. Robert Mask 7208 Garland Avenue Takoma Park, Maryland

Dear Mr. Mask:

This is to advise that on Thursday, March 10th, at 3:00 p.m., testimony will be taken in the Grand Jury Room of the Circuit Court for Anne Arundel County relative to the Bill of Complaint of Virginia Mask King vs. Robert Mask and others, No. 13,564 Equity.

You are invited to be present in person or by solicitor to state under oath any matters which you may feel pertinent to the subject of this cause.

Since the property must be sold at public sale in order to clear the title, there is no guarantee as to what your share of the proceeds of sale will be. However, I would suggest that in order to see that your interests are properly protected, that you retain local counsel to represent you.

However, should you decide not to be formally represented, I will be glad to advise of the sale's price and later the value of your interest as determined by the Court.

Very truly yours,

CHILDS AND BALD

Eugene M. Childs

FMC:mab

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Examinair Exhir No 2 LIBER 125 PAGE 415 King v. Mark, S. No 13564T. H. GAILLARD. M. D. Noter J. France MAGNOLIA, ALABAMA

magnolia, ala, Jeb. 21, 1957 Dear Vingma, I have withen for M. Ludow He is really at his request. so upset lover the bed news from you that he couldn't write. You know, he doesn't eat enough to keep strong and well, leet the is use an going as usual. om Dudos has aften toks me that he thinks as much of you as he does his own daughters, one that you have always been good to him. I have hambled a lot on his letter I know, but he tole me what he wenter 100 22 sur 49 and I

hope on can understand it. He has mentioned to me several times that he would like some of the family to take over the beach house and he said he does not want anything (not a penny) out of it for him I do hope you and the glils can locate the deed do he can sign it over to you who are interested in it. get to Jeeling better. I met you will soon Talerel and your two children here once when you visited aunt mobel. Text love to Good wishes. Einered Cerile a Luclary

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done congthing to make me mad of to hurt my Jeelings. your department de a doughter in law that been all That Jung one could ask; and I am fond of you as I have always him. You mean just as much to me as any of my own children. I am really going to do something to help you out, because I would do as much for my other children. as to the beach house are lots, I have been wenting to get somebody to take it over I some one Who might use it

or new it and relieve me of the taxes I pay on it every year, I have no use you it and do not expect to do anything with it except give lit to I would gladly my children. sign the deed (and (or) any other papers necessary to get it into the hands of your children, best I do not have the lest one don't know who does have it. Perhaps Gester has it since she was appointed administrative of the catal you, Virginia, do this - get Dister, and alice Claire and marcy

54 (End yourself) to sign the deed and

the peroperty to my children without 5 the des (which & do not have). Virginia I understand from Elizabeth; letter that you have had a troke. I am certainly sorry that you have, meet money. I can get it for you (not do un! it understand, but some to help). now, as soon as you get this letter, write me your circumstances one I will certainly help you. I hope the youngsters ere well and doing are light in school. I shall expect to hear from you within the next work while hiller

P.S. Dr. portant Virginia, see Dister and the other children and tell there that I am demanding that release that all the children signed for said they did) turning the Beach house & property over to me. I don't want it for my personal use or gain. Donly might take a few articles out of the house to keep. Get for me the lawyer's nonce who attended to the will and I will have my lawyer, Jerry Oustill of mobile to contest him if it become necessary. You can call the inscrence

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Company and see that I have paid
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Careful with them are inclosed. The
tareful with them do not lest
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Thus communion express 4-16-60
Civile Ci. Geellard

## LIBER 125 PAGE 422 BOOK 1297 PAGE 343

No Title Examination

No Stamps Requirêd

day of May, 1959, by and between THIS DEED, made this TUDOR W. MASK, SR., widower of Mrs. Tudor W. Mask, Sr., hereinafter referred to as GRANTOR, and VIRGINIA MASK KING, hereinafter referred to as GRANTEE,

WITNESSESTH: That for and in consideration of the sum of One Dollar, and other good and valuable considerations, paid by said GRANTEE unto said GRANTOR, receipt whereof in full is hereby acknowledged, the said GRANTOR has bargained and sold, and by these presents does grant and convey unto the said GRANTEE, her heirs and assigns, in fee simple, all his right, title, interest and estate in and to the following described property:

ALL that tract of land situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, known as Lots No. 25 and 26, in Section W, in Glen Isle, as shown on a Plat recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. 5, Folio 15A.

BEING the identical property conveyed to Mrs. Tudor W. Mask, Sr. by George H. Schwartz, et al, by deed dated February 20th, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 259, Folio 265.

TOGETHER with the buildings and improvements thereon, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said GRANTEE, her heirs and assigns, in fee simple, SUBJECT, HOWEVER, to restrictions set forth in a deed to Dorothea Fischer recorded among the aforesaid Land Records in Liber F.S.R. 118, Folio 329.

AND the said GRANTOR hereby covenants that he will WARRANT SPECIALLY the title to the property hereby conveyed, and that he will execute such other and further assurances of the same as may be requisite.

CHILDS AND BALD TORNEYS AT LAW ANNAPOLIS, MD.

Ecamini, Ectir No 3
King hack . Eq. 13561 FILED

Jot 5. 10m L Game 1960 MAR 22 AM 10:49

# LIBER 125 PAGE 423 BOOK 1297 PAGE 344

WITNESS the hand and seal of the said GRANTOR.

TEST:

MY. Ceuß Q. Jaellard

Notare Puckley

Tudor W. Mask, Sr.

Mrs. Cecile A. Gairfard

STATE OF ALABAMA, COUNTY OF Malings, TO WI

I HEREBY CERTIFY, that on this // the day of

Defore me, the subscriber, a Notary Public of the State of Alabama, in and for the County aforesaid, personally appeared TUDOR W. MASK, SR., widower of Mrs. Tudor W. Mask, Sr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Mrs. Coche A. Gaillard Public omarenge County Decate and Public Operation Mrs. Coche A. Gaillard Public experies april 16, 1960. 375

Rec'd for record May 201959 at 9:46AU.
Mailed to Childs + Bald

HILDS AND BALD ATTORNEYS AT LAW ANNAPOLIS, MD.

VIRGINIA MASK KING

NO. 13,564 EQUITY

PLAINTIFF

IN THE

vs.

CIRCUIT COURT

ROBERT MASK, et al

FOR

ANNE ARUNDEL COUNTY

DEFENDANT

### DECREE

The within case having been submitted for Decree, the proceedings were read and testimony duly considered, and it appearing to the Court that the property, the subject to these proceedings, is incapable of division in kind without damage to the parties hereto.

It is thereupon this \_\_\_\_\_ day of April, 1960, ADJUDGED, ORDERED and DECREED by the Circuit Court for Anne Arundel County, in Equity that the subject property be sold and to this end Eugene M. Childs be, and he is hereby appointed Trustee for the purpose of making sale of the property in accordance with the terms and provisions hereinbelow set forth.

The said Trustee shall first file with the Clerk of this Court
a bond to the State of Maryland, executed by him, and a surety or sureties,
to be approved by this Court in the penalty of all the conditioned upon the faithful performance of the trust in him reposed by
this Decree, or to be reposed in him by any further Decree or Order in
these premises. He shall then proceed to make the sale of the property
herein described, by giving at least three weeks notice by advertisement
published in Anne Arundel County, and such other notice as he may think
proper of the time, place and manner of sale, the terms of which shall
be as follows: a deposit of 10% of the purchase price is to be paid in
cash on the day of sale, deferred payment shall bear interest at the rate
of 6% per annum from the day of sale; and if the property is not sold at
public sale on the day so advertised, the Trustee shall proceed to make

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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sale at either private or public sale, to the best advantage and upon the terms, as hereinabove set forth.

As soon as may be convenient after said sale the Trustee shall return to this Court a full and particular account of the same with an annexed affidavit of the truth thereof, and of the fairness of said sale, and on ratification of such sale by the Court and upon the payment of the whole purchase money, and not before, the Trustee shall, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchaser, or purchasers, of the said property, his, or their heirs and assigns, the property to him or them sold, free, clear and discharged of all claims of the parties hereto, Complainant and Respondents and all those claiming by, from, or under them or any of them; and the Trustee shall bring into this Court the money arising from said sale or sales to be divided among the parties hereto as their interest may then appear, under the direction of this Court, after deducting the costs of the suit and such commission to the Trustee, as this Court shall find proper to allow in consideration of the skill, attention and fidelity wherewith said Trustee shall appear to have discharged trust.

That hurt, wan-

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

VIRGINIA MASK KING NO. 13,564

Plaintiff IN THE CIRCUIT COURT

EQUITY

vs. I FOR

ROBERT MASK, et al . . ANNE ARUNDEL COUNTY

Defendant

### PETITION TO CORRECT PROCEEDINGS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Eugene M. Childs, Trustee, in the above captioned case, respectfully represents unto your Honors:

- l. That in reviewing the file in the captioned case he noted that the record contains various typographical errors relating to dates and facts which should be corrected in order that the title of the property may be unimpaired.
- 2. (a) In the first paragraph of the Bill of Complaint for Partition, the date of death of Mrs. Tudor W. Mask, Sr. was given as 1949, whereas, testimony reveals the date of death was actually 1942.
- (b) The place of recording of the deed from Schwartz to Mrs. Mask was given as J.H.H. 164, folio 208, whereas, the actual place of recording should be J.H.H. 259, folio 265.
- (c) The deed from Tudor W. Mask, Sr. to the Plaintiff, filed as an exhibit also contains the J.H.H. 164 folio, 208 reference which should be J.H.H. 259, folio 265.
- 3. May it please your Honors to pass an Order in these presents enabling your Petitioner to correct the record in these proceedings to reflect the proper year of death of Mrs. Tudor W. Mask, Sr. and also the correct place of recording of the Mask deed whereever it may appear in these proceedings, and to direct the Clerk as well, to correct the Land Records wherein the said deed to Virginia Mask King from Tudor W. Mask, Sr. is recorded in Liber G.T.C. 1297, folio 343, in order that the proper being clause may appear.

Respectfully submitted,

Exigene M. Childs, Trustee 192 Duke of Gloucester Street

Annapolis, Maryland Telephone Colonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

VIRGINIA MASK KING

NO. 13,564

EQUITY

Plaintiff

IN THE CIRCUIT COURT

ROBERT MASK, et al

vs.

FOR

Defendant

ANNE ARUNDEL COUNTY

### ORDER

ORDERED, this day of April, 1960, on the aforegoing Petition, by the Circuit Court for Anne Arundel County in Equity, that the said Petitioner, Eugene M. Childs, Trustee, be, and he is hereby authorized to correct the record in these proceedings to show the proper date of death of Mrs. Tudor W. Mask, Sr. and place of recording of the deed to Mrs. Tudor W. Mask, wherever the same appears in these proceedings, and the Clerk is hereby directed to correct the Land Records of Anne Arundel County to show the proper place of recording of the deed from Schwartz to Mrs. Tudor W. Mask, Sr. by correcting the being clause in the deed from Tudor W. Mask, Sr. to Virginia Mask King to read J.H.H. 259, folio 265.

Matthew- France

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THAT WE	Eugene M. Childs	13,5646
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urrent money, to be paid to the and truly to be made and done, w	said State of Maryland, or its certain e bind ourselves, and each of us, our ninistrators, jointly and severally, fir	Attorney; to which payment, well and each of our Heirs, Successors
ur seals, and dated this	5th day of April	in the year
	ındred and sixty	
WHEREAS, the above bounde	n Eugene M. Childs	**************************************
y virtue of a decree of the H	Honorable Judge of the Circuit Cour	t of British & Cuty, has been ap-
ointed trusteeto se	n real estate (sale in lieu	of partition)
nentioned in the proceedings in t	the case of Virginia Mask Kin	g
	vs.	•
	Robert Mask et al	
now pending in said Court:		
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	erform the trust reposed inhim any future decree or order in the pr	- · · · · · · · · · · · · · · · · · · ·
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	[ Collain	Childs John [SEAL]
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Betty Lee Hanfor	d Chilps	(SEAD)
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icter and description that are or state of Maryland, and it does h ney -in-fact shall be as binding (	Recute and deliver on its behalf, as so r may be required to be filed in the hereby declare that all such bonds sig on it as if they had been duly execut fect until duly revoked and written	c Circuit Court of Baltimore City, med and executed by its said attor- ed by its proper officers. This power
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ATTEST:  Assistant Secreta		Vice President
Assistant Secreta		

CHILDS AND BALD ATTORNEYS AT LAW 192 Duke of Gloucester Annapolis, Maryl.

### Trustee's Sale OF RESIDENTIAL **PROPERTY**

LOCATED IN GLEN ISLE, SECOND ELECTION DISTRICT ANNE ARUNDEL COUNTY STATE OF MARYLAND

STATE OF MARYLAND

By virtue of a decree dated the 5th day of April, 1960, issued out of the Circuit Court for Anne Arundel County in a cause known as No.13,564 Equity, entitled "Virginia Mask King vs. Robert Mask, et al," Eugene M. Childs was appointed Trustee for the purpose of selling the property, the subject of sald sult. Therefore. In acordance with said decree the sald Trustee will sell at public auction at the Court House Door in the City of Annapolis, Maryland, on

### i Thurs., April 28,₃1960 at 11:00 o'clock a.m., E. D. S. T.

ALL THOSE LOTS, pieces or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being known and designated as Lots 25 and 26 of Section W of Gieu Isle, as shown on the Plat of same, which is recorded among the Plat Records of Anne Arundel County in Liber of Anne Arundel County in Liber F.S.R. No. 5, foilo 15A.

BEING the same property which was conveyed unto Mrs. Tudor W. Mask, Sr. by George H. Schwartz, et al. by deed dated February 20, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 259, follo 285.

THIS PROPERTY IS IMPROVED by a newly renovated one story ranch type dwelling consisting of living room, dining room, modern litchen, bath, three bedrooms, utility room and is heated by oil fired circulating hot air. The property also has a ylew overlooking the South River and beach privileges in the Glen Isle Community Beach.

TERMS OF SALE: A deposit of ten percent (10%) wil be required of the purchaser on the day of sale, and the balance to be paid in cash upon ratification of sale with interest at six percent (6%) on the unpaid balance from the date of sale to date of settlement Taxes, insurance and other public charges will be adjusted to date of sale.

FOR FURTHER DETAILS, insurance and the public charges will be adjusted to date of sale. THIS PROPERTY IS IMPROV-

FOR FURTHER DETAILS, in quire at the office of the undersigned.

EUGENE M. CHILDS TRUSTEE 192 Duke of Gloucester St. Annapolis, Maryland
Telephone: COlonial 7-8191
AUCTIONEER:
GEORGE W. SCIBLE A-2 OFFICL OF

## Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., Lipsel 26 196	0
We hereby certify, that the annexed	<u>.</u>
Trustein Sales	
Robert Myask, et al	<b></b> -
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was published in

## Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3
successive weeks before the 2 I I fu
day of, 1960. The first insertion being made the 6 th
insertion being made the & the day of
THE CAPITAL GAZETTE PRESS. INC.

Auctioneer

CHILDS AND BALD
ATTORNEYS AT LAW
192 Duke of Gloucester Street
Annapolis, Maryland

# TRUSTEE'S SALE

OF

# Residential Property

LOCATED IN GLEN ISLE, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

### 3884234431433843844118131**61111111**11

By virtue of a decree dated the 5th day of April, 1960, issued out of the Circuit Court for Anne Arundel County in a cause known as No. 13,564 Equity, entitled "Virginia Mask King vs. Robert Mask, et al," Eugene M. Childs was appointed Trustee for the purpose of selling the property, the subject of said suit. Therefore, in accordance with said decree the said Trustee will sell at public auction at the Court House Door in the City of Annapolis, Maryland, on

# Thursday, April 28, 1960

at ELEVEN O'CLOCK, A.M., E.D.S.T.

ALL THOSE LOTS, pieces or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being known and designated as Lots 25 and 26 of Section W of Glen Isle, as shown on the Plat of same, which is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 5, folio 15A.

BEING the same property which was conveyed unto Mrs. Tudor W. Mask, Sr., by George H. Schwartz, et al, by deed dated February 20, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 259, folio 265.

THIS PROPERTY IS IMPROVED by a newly-renovated, one-story ranch type dwelling consisting of living room, dining room, modern kitchen, bath, three bedrooms, utility room and is heated by oil-fired circulating hot air. The property also has a view overlooking South River and beach privileges in the Glen Isle Community Beach.

TERMS OF SALE: A deposit of ten percent (10%) will be required of the purchaser on the day of sale, and the balance to be paid in cash upon ratification of sale with interest at six percent (6%) on the unpaid balance from the date of sale to date of settlement. Taxes, insurance and other public charges will be adjusted to date of sale.

FOR FURTHER DETAILS, inquire at the office of the undersigned.

EUGENE M. CHILDS, TRUSTEE 192 Duke of Gloucester Street Annapolis, Maryland Telephone: COlonial 7-8191

FILED 1960 APR 28 PM 2:35 VIRGINIA MASK KING

Plaintiff

NO. 13, 564 EQUITY

IN THE CIRCUIT COURT

VB.

FOR

ROBERT MASK, et al

ANNE ARUNDEL COUNTY

Defendant

### AGREEMENT OF PURCHASERS

I Su Frick

Rush Riking

### AUCTIONEER'S CERTIFICATE

I hereby certify that on this 28th day of April, 1960, I sold at public auction at the Court House door the property described on the reverse side hereof, unto ROBERT R. KING & VIRGINIA KING, HIS WIFE, they being then and there the highest bidders therefore, at and for the sum of FINE THOUSAND dollars, and I do further certify that the sale was fairly made.

George W. Scible

FILED

VIRGINIA MASK KING LIBER 125 PAGE 432

Plaintiff NO. 13,564 EQUITY

IN THE CIRCUIT COURT

vs.

ROBERT MASK, et al

ANNE ARUNDEL COUNTY

FOR

Defendant

### REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene M. Childs, Trustee respectfully shows:

That under and by virtue of the decree of Court hereto, and filed in these presents, the said Trustee after having given due notice of the time, place and manner and terms of sale, by advertisement in the Evening Captial, a newspaper published in Annapolis, Anne Arundel County, Maryland, and after having complied with all of the requisites of the law for such cases made and provided, he did offer the property described in these proceedings at public auction, at the Court House door, on Thursday, April 28th, 1960, at eleven o'clock A.M., E.D.S.T., and then and there sold said property to Virginia King and Robert R. King, her husband, at and for the sum of Five Thousand Dollars (\$5,000.00), they being then and there the highest bidders for said property which is known as Lots 25 and 26 of Section W of Glen Isle, Second Election District, Anne Arundel County, Maryland, which property is more fully and particularly described in these proceedings.

And the Trustee further reports that he has received from said purchasers a deposit as required by the terms of sale, and an agreement signed by said pur chasers to comply with the terms of sale, set forth in the hand bill filed herewith together with the Auctioneer's certificate thereon, and he further states that the sale was fairly made.

Respectfully submitted,

FILED

1960 APR 28 PM 2:35

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Jugene M. Childs, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, TRUSTEE named in the mortgage filed in these proceedings and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sales are true, and fur ther that the sale was fairly made.

WITNESS my hand and seal Notarial.

Bette June Hyghes

NOTARY PUBLIC

# ORDER NISI

VIRGINIA MASK KING	. IN THE
versus	CIRCUIT COURT
ROBERT MASK, et al	FOR
	ANNE ARUNDEL COUNTY
	No. 13,564 Equity
	, 19 60, That the sale of the mentioned,
	rustee
	rovided, a copy of this Order be inserted in some newspaper
	ee successive weeks before thelst
day ofnext.	
The report states that the amount of sale was \$	5,000.00
FILED 1960 APR 28 PM 2:35	
True Copy,	Clerk.
True Copy,	•
TEST:	Clerk.
(Final Order)	
VIRGINIA MASK KING	IN THE
versus	CIRCUIT COURT
ROBERT MASK, et al	FOR
	ANNE ARUNDEL COUNTY
ORDERED BY THE COURT, This	day of June, 19
· · · · · · · · · · · · · · · · · · ·	aforesaid, be and the same is hereby finally Ratified and
	n, although due notice appears to have been given as re-
	heTrusteeallowed the usual commissions and such
proper expenses as he shall produce vouchers for the A	-
	Bengam Mulialon
F <sub>1</sub> ,	JUDGE.
1950 FILED 1950 JUN-3 AM 9:42	
-3 AM O.	
70	

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ANNE ARUNDEL COUNTY
No. 13,564 Equity
VIRGINIA MASK KING
VERSUS
ROBERT MASK. et al
Ordered, this 28th day of April,
1960. That the sale of the Property in these proceedings mentioned, made and reported by Eugene
M. Childs, Trustee BE RATIFIED
AND CONFIRMED, unless cause
to the contrary thereof be shown
on or before the 1st day of June
next.

on or before the 1st day of June next, next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was \$5,000,000, GEORGE T. CROMWELL, Clerk TRUE COPY, Test:
GEORGE T. CROMWELL, Clerk M-21

# CERTIFICATE OF PUBLICATION

Annapolis, Md., 2924_30, 1960
We hereby certify, that the annexed
- Order Misi Sale
- Eq. 13.564
Robert mask, et al
was published in

Evening Capital
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for
successive weeks before the 1st
day offisse
insertion being made the _30 the day of
April
THE CAPIDAL-GAZETTE PRESS, INC.
1960 MAY 31 BON 9:34 Tilghaman

No. M. G. 14784

VIRGINIA MASK KING

IN THE CIRCUIT COURT

Plaintiff

FOR

VS.

ANNE ARUNDEL COUNTY

ROBERT MASK, et al

:

Defendants

NO. 13,564

EQUITY

### PETITION TO APPORTION PURCHASE PRICE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eugene M. Childs, Trustee, in the above captioned case respectfully represents unto your Honors:

- l. That from testimony filed in these presents, it appears obvious that the sales price of Five Thousand Dollars (\$5,000.00) was derived essentially through the improvements made on the property by the Plaintiff, Virginia Mask King, in good faith believing that she was the sole owner of said property.
- 2. As the case now stands, it is necessary to determine what amount of the surplus funds remaining in the hands of the Trustee after satisfaction of the outstanding mechanics lien should be divided among the heirs of Mrs. Tudor W. Mask and what amount, if any, should be awarded to the Plaintiff, representing her improvements.

TO THE END, THEREFORE,

May it please your Honors to review the testimony in these presents and pass an Order herein directing the auditor in stating her account to apportion the balance of the purchase money among the respective parties hereto in such amounts as to your Honors may seem fair and equitable.

Respectfully submitted.

Eugepe M. Childs, Trustee

CHILDS AND BALD ATTORNEYS AT LAW ANNAPOLIS, MD.

FILED 1960 JUL 12 PM 3:54

VIRGINIA MASK KING

IN THE CIRCUIT COURT

Plaintiff

FOR

VS.

ANNE ARUNDEL COUNTY

ROBERT MASK, et al

Defendants

NO. 13,564

Wollkinder

EQUITY

# ORDER

ORDERED, this is day of July, 1960, on the aforegoing Petition that the amount of lightless be, and it is hereby, assigned as the value of the real estate herein apportioned to the heirs of Mrs. Tudor W. Mask, the balance, if any, is to be assigned to the interest of the Plaintiff, Virginia Mask King.

And it is further ADJUDGED, ORDERED and DECREED that the auditor in stating her account apportion the amounts as aforesaid, all subject to the proper exception.

FILED 1960 JUL 13 PM 2:21

1960 JUL 27 PM 3:29

January 25, 1960

in ac.

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		1			1	H		
:	To Trustee for Commissions, viz:	1	1	81	. 08		18:	1 08
					1	#	Ξ0.	
	To Trustee for Court costs, viz: Plaintiff's Solicitor's appearance fee Defendants' Solicitor's appearance fee Clerk of Court - Court costs Jos. W. Alton, Jr Sheriff's costs Ernest Florestano - Guardian ad litem's John G. Rouse, Jr Examiner's fee Shirley M. Miller - Stenographer's fee Auditor - stating this account	fe	l e	10 32 4 10 17	00	. i	219	60
ł						1		ľ
	To Trustee for Expenses, viz:  Capital-Gazette Press - order of publication  Capital-Gazette Press - notice to credit Capital-Gazette Press - advertising sale Capital-Gazette Press - order nisi (sale Capital-Gazette Press - order nisi (accissive Speer Publications, Inc handbills Hartford Accident & Indemnity Cobond premium George W. Scible - auctioneer's fee J. Lawrence Carlson - appraisal and testimony  E. Churchill Murray, Agent - fire insurance 4/14/60 to 6/15/60  One-half Federal documentary stamps One-half State documentary stamps Betty J. Hughes - notary fee	tor e t)	s :: : : : : : : : : : : : : : : : : :	400	00 50 00 00 12			
l		+		ᅱ		┨	366	89
	To Trustee for Taxes, viz: 1960 State and County taxes (\$45.02) - 3 months 28 days		1	.4	92		14	92
ı	Co Trustee for Liens, viz:  Meredith-Roane Co., Inc payment of mechanic's lien filed 10/28/59  Interest thereon from 10/28/59 to 6/15/60		3,22	- 1				
	Clerk of Court - Court costs in #13.555			- 1	70			
	Equity	<b>-</b>	3	7	65		3,383	10
	ALANCE FOR DISTRIBUTION - \$870.41				·			
	Distributed to the heirs at law of Mrs. Tudor W. Mask, Sr., who died in 1949, per Order of Court dated 7/13/60, as follows:		:		٠.			
	<ol> <li>To the Children of Tudor. W. Mask, Jr son, who died in 1938, viz:         <ol> <li>Robert Mask, son - one-fifteen</li> <li>Richard Mask, son - one-fifteen</li> <li>Ronald Mask, son - one-fifteen</li> </ol> </li> </ol>	th	h 51	8 0	03 03 03			
:		] :		-  -				

1	కొండి <del>కింది.</del> కోస్ ఎక్కువకి మంది ఉన్న కో <b>క్షం మాయ్యాయిని ఎక్కువ కాన్స్ ఎక్కువ ఎ</b> క్కువ కాన్ని మార్చి మార్చి ప్రాటించి. -	A	, in the second		1
II.	To the heirs at law of Gabriel Philip Mask, son, who died in February, 1956, viz:  1. Virginia Mask King, Widow - one-fifteenth 2. Annette M. McLendon, daughter- two-forty-fifths 3. Gary Paul Mask, son - two-forty-fifths 4. Gene Patrick Mask, son - two-forty-fifths	38 38	03 68 68 69		
III.	To the heirs at law of Dudley L. Mask, son, who died in January, 1956, viz:  1. Marcella Mask, Widow - one-fifteenth 2. Craig Mask, son - two-fifteenths	58 116	-		
IV.	To Davilee M. Reis, daughter - one-fifth \$174.08 Less Direct inheritance tax 1.74	172	34		
V.	To Alma Clare Pientka, daughter - one-fifth \$ 174.08  Less  Direct inheritance tax 1.74  To Register of Wills - total direct	172	34		
	inheritance tax	3	48	870	41
				5,036	
					-
	•			i	

with Cr. Eugene M. Childs, Trustee 1960 Apr. Proceeds of Sale 28 5,000 00 Interest on deferred payment of \$4,500.00 to 6/15/60 36 00 5,036 00 5,036 00

ORDER NISI	LICER	125 page 442 In th	ne
Virginia Mask	King		
VERSI	JS	For	•
Robert Mask,			EL COUNTY
		No. 13,564	Equity.
		day ofJulyn the above entitled cause,	
BE RATIFIED AND CONFI day of August published in Anne Arundel C 30th In the Circuit Court for Co	RMED, unless causenext ounty, once in eachday of	County  Lay of Sentine	the 30th serted in some newspaper served in some newspaper served weeks before the served ser
aforegoing Report and Account to the contrary having been s of interest as the same has bee	t of the Auditor be a hown, and that the n or may be received	and the same is hereby finally ratified Trustee apply the proceeds according	and confirmed, no cause ly with a due proportion
, ·	RECEIPTED	14 M 1:34	

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNOEL COUNTY ADVERTIBING

# CERTIFICATE OF PUBLICATION

# IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,564 Equity VIRGINIA- MASK EING Versus ROBERT MASK, et al Ordered, this 27th day of July, 1960, That the Report and Accusant of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, uniorss cause to the contrary thereof be shown on or before the 30th day of August next; Provided, a c. py of this Order be Inserted in s. rue newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of August next. GEORGE T. CROMWELL, Clerk A-12 Annapolis. Md.. Sptember 12, 1960 We hereby certify, that the annexed We hereby certify, that the annexed Land County Land County and Land County 
THE CAPITAL-GAZETTE PRESS. INC.

insertion being made the \_\_ 29th\_\_\_

No. M. G. 16242930 SEP 13 PH 1:35 By 24 Tilghom

18

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOSEPH H. YORK and MARIE L. YORK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY 13,815 Equity

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

> W. Townshend, Towns-Worth Bldg., South St. Annapolis, Maryland

Attorney named in Mortgage

FILED 1960 JUN-1 AM 11:07

1-1481

# BOOK 1336 PAGE 543

No. 13, 815 Equity

First purchase money

This Mortgage,

made this

, st

ay of October

in the year one thousand nine hundred and

fifty-nine

, between JOSEPH H. YORK

County

and MARIE L. YORK, his wife,

of Anne Arundel/ , in the

State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor (s) the sum of

FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS -----(\$5.250.00

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

The due execution of this mortgage was a condition precedent to the granting of said advance.

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lot(s) of ground situate and lying in

Seventh Elect. Dist., Anne Arundel County,

State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 46 and 48, in Block 16, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A" recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 36.

BEING the same property conveyed to the within-named Mortgagors by Abe Ostrusky and Sara Ostrusky, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED 1960 JUN-1 AMII 07

# BOOK 1336 PAGE 544

The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hor water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their

heirs, personal representatives or assigns, covenant with the

said Mortgagee, its successors or assigns, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.
- III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.
- IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.
- V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
- VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jt., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the patty making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jutisdiction, and a teasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagot(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgage	or(s).	
VITNESS:	1 Luch H right	(SEAL)
Mice Lary ALICE GARY	Marie L. York	SEAL)
	(	SEAL)

# LIBER 125 PAGE 448 BOOK 1336 PAGE 546

State of Maryland, Anne Arundel County, to wit: I HEREBY CERTIFY, that on this October in the year one thousand, nine hundred and fifty-nine , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph H. York and Marie L. York, his wife. , the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth. AS WITNESS my hand and Notarial Seal and examined

W.M. W. TOWNSHEND, JR.

Altorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

First purchase money

Joseph H. York and

e L. York, his wi

0.

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE MARYLAND

Same day recorded in HiberSome day recorded in HiberSome folio

For Some second of Anne Arundel County

Cost of Record & (4:1) or

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOSEPH H. YORK AND MARIE L. YORK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
No. /3 8/5 Equity

# STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Joseph H. York and Marie L. York, his wife, dated October 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336, folio 543-----

-----\$ 5,250.00

Total amount paid on principal Credit in expense account

10.91 \_70.70

81.61

5,168.39

Interest to June 28, 1960 Plus late charges

129.14 8.56

Amount of indebtedness due-----

\$ 5,306.09

William W. Townshend, Jr., Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this day of line 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Viola J. Brown, Notary Public of

FILED 1960 JUN-1 AM 11:07

# AFFIDAVIT OF NON-MILITARY SERVICE

No. 13,815 Eguit

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, SS:

I hereby certify that, on this

day of

19 60, personally appeared before me, the subscriber, a Notary Public of the State of.

Maryland, in and for Anne Arundel County,

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant (Here, state facts showing that the defendant is not in the military service of the United States of America.)

Joseph H. York Marie L. York

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this

day of

Notarial Seal

Viola I Brown

Notary Public.

My Commission will expire on: May 1, 1961

Filed,

FILED

1960 JUN-1 AM 11.07

New Linsterdali Casumer Company

60 JOHN STREET NEW YORK

10 PAGE 276

LIBER 125 PAGE 451

A STOCK COMPANY

Eguit 14 13.815

BOND NO. 314868

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND AND 00/100 (\$6,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 10th day of June, 1960.

WHEREAS: By virtue of a power of sale contained in a Mortgage from Joseph H. York and Marie L. York, his wife to the United Federal Savings and Loan Association, bearing date on or about October 1-1959, the said William W. Townshend Jr., as Attorney-Named-in-Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said mortgage, or of the interest thereon in whole or in part; and

WHEREAS: Default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr. as Attorney-Named-in-Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William W. Townshend Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:

Witness as to Surety:

M.S. Krene

BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

William W. Townshend Jr.

Take B 7

Attorney-in-Fac

Bond approved this 4 day of June 1960

Leon T Cromwell, Clark

FILED

1960 JUN 14 AM II: 54

ROBERT H. CAMPBELL

Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Maryland

# ATTORNEY'S SALE

OF VALUABLE

# Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Joseph H. York and Marie L. York, his wife, dated October 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336, folio 543, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

# Tuesday, June 28, 1960

at 11:30 a. m.

All those lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 46 and 48, in Block 16, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A" recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 36.

BEING the same property conveyed unto Joseph H. York and Marie L. York, his wife, by Abe Ostrusky and Sarah Ostrusky, his wife, by deed dated October 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336, folio 541.

The above property is improved by a dwelling with modern conveniences.

Terms of Sale: A cash deposit will be required of \$500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to

William W. Townshend, Jr., Attorney Towns-Worth Bldg., South St.

Annapolis, Md.

1960 JUL =1 AM 10:36

Annapolis, Maryland June 28, 1960

I hereby certify that I have this twenty eighth day of June, 1960, sold the property described on the reverse hereof unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of FIVE THOUSAND THREE HUNDRED DOLLARS (\$5,300.00) United Federal Savings and Loan Association of Glen Burnie being then and there the highest bidder(s) therefor.

Robert M. Campbell

Annapolis, Maryland June 28, 1960

I/We hereby certify that I/we have this twenty-eighth day of June, 1960, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of FIVE THOUSAND THREE HUNDRED DOLLARS (\$5,300.00) and I/we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS & LOAN ASSN.

Wilmer M.

Lohnson

OF GLEN BURNIE

Purchaser

FILED

1960 JUL -1 AM 10: 36

In the Matter of the Mortgaged Real: No. 13.815 Equity Estate of Joseph H. York and Marie L.: In the Circuit Court

York, his wife : for

: Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Joseph H. York and Marie L. York, his wife, dated October 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336, folio 543. the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, June 28, 1960 at 11:30 a.m., and then and there sold the said property unto the United Federal Savings and Loan Association of Glen Burnie at and for the sum of FIVE THOUSAND THREE HUNDRED DOLLARS (\$5,300.00), being at that figure the highest bidder therefor, said property described as follows:

All those lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 46 and 48, in Block 14

FILED 1960 JUL-1 AM 10: 36

11

Anne Arundel County, Maryland, Section B, February 1936, Joseph N. Starkey, C.E., Silver Spring, Md." which map is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-5, Plat 11.

BEING the same property conveyed unto Oscar R. Dulgy and Wilfred M. Dyer, Jr., as joint tenants, by Thomas L. Forney and Bernie L. Forney, his wife, by deed dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber 8.T.C. No. 974, folio 527.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the purchaser's agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted

William W. Townshend, Jr. Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this \( \) day of \( \) 1960, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and helief, and that the sale herein reported was fairly

WESS my hand and Notarial seal

Notary Fublic

# ORDER NISI

In the Matter of the Mortgaged Real	IN THE				
Estate of Joseph H. York and Marie L.					
York, his wife	CIRCUIT COURT				
	FOR				
	ANNE ARUNDEL COUNTY				
	No. 13,815 Equity				
Ordered, thislst day of	July, 1960 , That the sale of the				
-	ngs_mentioned				
made and reported by <u>William W. Townshend</u>	Jr. Attorney Named in the Mortgage				
	e contrary thereof be shown on or before the8th				
	o vided, a copy of this Order be inserted in some newspaper				
day of August next.	e successive weeks before the 8th				
•	300.00				
The report states that the amount of sale was \$_5	_				
	kong T' Cromwell Clerk.				
True Copy,	<del></del>				
ILED 1969 JUL#AM 10:36					
TEST:	Clerk.				
(Final Order)					
In the Matter of the Mortgaged Real	IN THE				
Estate of Joseph H. York and Marie L.					
York, his wife versus	CIRCUIT COURT				
10111,1120	FOR				
	ANNE ARUNDEL COUNTY				
	Term, 19				
ORDERED BY THE COURT, This	day of <u>Cujust</u> , 1960				
	aforesaid, be and the same is hereby finally Ratified and				
-	, although due notice appears to have been given as re-				
	eAttorney allowed the usual commissions and such				
proper expenses as he shall produce vouchers for the Au	Iditor.				
FILED	JUDGE.				
ISEN ALIC -O PM 2: 20					

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Bldg., South
Annapolis, Maryland

# Attorney's

### Of Valuable Improved Real Estate

Under and by virtue of a power of sale contained in a mort-gage from Joseph H. York and Marie L. York, his wife, dated October 1, 1959 and recorded among the Land Records of Annel Arundel County in Liber G.T.C. No. 1336, folio 543, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

### Tuesday, June 28, 1960 At 11:30 A.M. -

All those lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, KNOWN AND DESIGNATED as Lots Nos. 48 and 48, in Block 16, as shown on a certain mapentitled "Avalon Shores. Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A" recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 36.

del County in Plat Book 8, folio 36.

BEING the same property conveyed unto Joseph H. York, and Maric L. York, his wife, by Abe Ostrusky and Sara Ostrusky, his wife, by deed dated October 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336, folio 541.

The above property is improved by a dwelling with modern conveniences.

ern conveniences.

TERMS OF SALE: A cash deposit will be required of \$500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR Attorney Towns-Worth Bldg., South St.

Annapolis, Md.

ROBERT H. CAMPBELL

Auctioneer

LIBER 125 PAGE 457

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIGING

# CERTIFICATE OF PUBLICATION

Annapolis, Md.,
We hereby certify, that the annexed
attorney's Sale
Joseph H. York

was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 28 ths
day of June first
insertion being made the 271A day of
THE CAPITAL-GAZETTE PRESS, INC.
FILED
1960 JUL -8 PMBN 50 Islghman.
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# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,815 Equity
In the Matter of the Mortgaged Real Estate of JOSEPH H. YORK and MARIE L. YORK, his wife Ordered, this 1st day of July, 1960. That the sale of the Property in these Proceedings mentioned made and reported by William W. Townshend, Jr. Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of August next: Provided, a copy of this Order be inserted in some nowspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of August next.

The report states that the

	IN THE CIRCUIT COURT FOR	
	ANNE ARUNDEL COUNTY	_
	No. 13.815 Equity	Annapolis. Md., _ angrest / 1960
	in the Matter of the Morigagod	7
	Real Estate of JOSEPH H. YORK	We hereby certify, that the mnexed
	and MARIE L. YORK, his wife	
	Ordered, this 1st day of July, 1960. That the sale of the Proper-	Order Min Sale
	Ly in these Proceedings mention.	- Orace Man Daly
	ed made and reported by William	4
	W. Townshend, fr. Attorney	
	Named in the Mortgage BE	
	RATIFIED AND CONFIRMED, unless cause to the contrary	
	thereof be shown on or before	
	the 8th day of August next. Dro.	On Il Diale
	Vided, a copy of this Order he in	Joseph H. york .
	serted in some nowspaper pub-	
	lished in Anne Arundel County, once in each of three successive	was published in
	weeks before the 8th day of Au-	
	gust next.	000
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	EITHOURT OF SAIR WAS \$5.300 no	Jagaran Jagaran
	GEORGE T. CROMWELL, Clerk	
	True Copy, TEST: GEORGE T. CROMWELL, Clerk	a newspaper published in the City of Annapolis, Anne Arundel
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		County, Maryland, once a week for 4
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No.	M. GJQEO AII	G-1 PM 3: 55By 24. Islahman.
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In the Case of	
In the Matter of the	In the
Mortgaged Real Estate	Cimarit Carret
of	Circuit Court
VS. Joseph H. York	For
and	Anno Anundol Country
Marie L. York, his wife	Anne Arundel County No. 13,815 Equity
To the Honorable, the Judges of said Court:  The Auditor reports to the Court that he has examined the particular than the has stated the within account.	proceedings in the above entitled cause, and from
<u>.</u>	
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All of which is respectfully submitted.	L Dio.
August 15, 1960	Auditor.

n the Matter of the Mortgaged Real Estate and Marie L. York, his wife	of Josepl	n Н.	York	ac.
			,	
To Attorney for Commissions, viz:	190	11		
To Attorney for Fee, viz:	100	00	290	01
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account		50	53	25
	1			
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	24		
Capital-Gazette Press - order nisi (sale	15	00	i I	
Capital-Gazette Press - order nisi (acct	12	00		
Speer Publications, Inc handbills	15	56		
New Amsterdam Casualty Cobond premium	24	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	] 3	03	į	
One-half State documentary stamps	6	05		
Viola J. Brown - notary fees	1	00	182	88
To Attorney for Taxes, viz: 1960 State and County taxes (\$83.11) - 6 months 2 days	41	55	41	55
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this bal-ance on account mortgage claim	4,765	91	4,765	91
			5,333	60
Amount of mortgage claim filed	5,306	09		
Interest on principal balance of \$5,168. from 6/28/60 to 9/19/60 - 83 days @ 6%	B9 73	40_		
	5,379	49		
Cr. Amount allowed above	4,765			
Balance subject to decree in personam	613			
·				
1	I	I	U	Ī

William W. Townshend, Jr., Attorney named in Mortgage

1960 June 28 Proceeds of Sale Interest on deferred payment of \$4,800.00 to 8/9/60 - 42 days  5,300 00  5,333 60  5,333 60		1	i	1	1 1	, <b>ogu</b> ge I ı	
Interest on deferred payment of \$4,800.00 to 8/9/60 - 42 days 33 60 5,333 60	1960						-
\$4,800.00 to 8/9/60 - 42 days 33 60 5,333 60 5,333 60	June	28	Proceeds of Sale	5,300	00		
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ONDER WISI	PAGE 462 In the
In the Matter of the Mortgaged	CIRCUIT COURT
Real Estate of	
X RRS6/Sc	For
Joseph H. York	ANNE ARUNDEL COUNTY
and	
Marie L. York, his wife	No13,815 Equity.
ORDERED, This	day ofAugust, 1960, That the
BE RATIFIED AND CONFIRMED, unless cause to the	c contrary be shown on or before the 19th wided a copy of this Order be inserted in some newspaper of three successive weeks before the tember next.
In the Circuit Court for Anne Arundel Court of Anne Arundel Court of the Auditor be and to the contrary having been shown, and that the Trust of interest as the same has been or may be received.	day of
1960 SEP 20 Pii 2.40	U. Bomi Ouchet

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,815 Equity
In the Matter of the Mortgaged Real Estate of
JOSEPH II. YORK and
MARIE L. YORK, his wife
Ordered, this 16th day of August 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RA-TIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of September next; Provided, a copy of this Order be inserted in some newpaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of September next.

GEORGE T. CROMWELL, Clerk.

next.
GEORGE T. CROMWELL, Clerk.
True Copy, Test:
GEORGE T. CROMWELL, Clerk
S-1

CERTIFICATE	<b>OF</b>	PUBL	<b>ICATION</b>
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Annapolis, Md., September 1, 1960
We hereby certify, that the annexed
- Order Miss Eg 13. 815-
- Order Mrss. Eg. 13. 815. anditor account.
Joseph N. York
was published in
-

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3
successive weeks before the 19th
day of Suptember 1960. The first
insertion being made the day of
august 19_60.
THE CAPITAL-GAZETTE PRESS, INC.
SEP-2 PM By 48 TY. Tilghman

No. M. C. 16624

WILLIAM C. ROGERS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

vs.

FOR

JOHN H. MORLAN and

ANNE ARUNDEL COUNTY

Eguty no. 13,785

, MARIE L. MORLAN, His wife

In Equity

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney Named 12 Mortgage

Winson G.Gott, Jr., Lee Bldg. Anna polis Attorney for Plaintiff

FILED 1950 MAY 10 PM 1:28

This Mortgage, Made this 9th day of linguist thousand, nine hundred and fifty-seven ----, between JOHN H MORLAN and MORLAN, his wife, ---of Anne Arundel County -----, in the State of Maryland, Mortgagor S, and the VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s, being members of said body corporate, have received therefrom an SEVEN THOUSAND -----Dollars, being part of the purchase money for the property hereinaster described.

AND WHEREAS, said Mortgagor s have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following: By the payment on or before the first day of each month from date hereof;

- (A) of the sum of FIFTY NINE DOLLARS & TUENTY FIVE CENTS (\$59.25) Dollars being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and
- (B) of the sum of FIFTEEN DOLLARS & FIFTY CENTS (\$15.50) - - Boltzes. being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagor s do - grant, convey and assign unto the said Mortgagee, its successors lot of ground situate and lying in Anne Arundel County and assigns, all that and described as follows:

BEING Lot No. 1, as shown on the Plat of R. L. Brown's Carvel Beach, recorded among the Plat Records of Anne Arundel County, formerly in Cabinet 1, Rod A-9, Plat No. 12, and now in Plat Book 11 folio 21. lot being situate on the southwest side of Carvel Road.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto, was granted and conveyed by KRISTENA K. BROWN, divorce d, to JOHN H. MORLAN and MARIE L. MORLAN, his wife, the within Mortgagors.

1958 DEC-6 AMII:35 1960 MAY 10 PM 1:28

# LIBER 1142 PAGE 484

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is ducamounting to four per centum (4%) of said payment.

It is understood and agreed that the principal of this mortgage may be prepaid in whole or in part at any time, profided that a prepayment charge shall be paid by the Mortgagors amounting to six months interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for an anexest test test test and the said test

Provided, however, if the said Mortgagor s, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned part to be made and done, then this mortgage shall be void.

and the said Mortgagor's, for themselves their heirs, personal representatives and assigns, covewith the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein 7 And the said MortgagorS, for themselves their provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortand and the included in the same shall become so much additional indebtedness secured by this mortand in the same shall be said in the said in the same shall be said in the said in th gage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings. or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partner-ship or corporation, other than the Mortgagor & by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor &, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage dcbt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors

heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property. AND the said Mortgagor Sin accordance with the provisions of Article LXVI of the Code of Public General

Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do -- hereby (1) declare \_their to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor S do - - hereby (2) also authorize the said Mortgagee, its successors or assigns, or William C. Rogers, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED (\$200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor S, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by assigns, in the event that the mortgage debt shall be paid after any advertisement the Mortgagor S, or <u>their</u> of said property, but before sale thereof.

The said Mortgagors covenant that \_ \_ will warrant specially the property hereby conveyed, they\_\_ \_ will execute such further assurances as may be requisite.

WITNESS the hand s and seals of the said Mortgagor s.

ANDREW M. BOHLE

# LIBER 1142 PAGE 486

		MARYLAI REBY CER				E, to wit:	of C	) wan		1057 1	hafa	41.
	subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared											
										d, persor	nally app	peared
	JOHN H. MORLAN and MARIE L. MORLAN, his wife,											
	the Mortgagor S, named in the aforegoing mortgage,											
	satisfactori	ly proven to	be the pe	rson g wh	ose na	mes are	subscribe	d to the	within in	strumenț	t and t	hey
	acknowledg	ed the afore	going mor	tgage to l	e th	eir act, a	and that t	hey exec	uted the	same for	r the pu	poses
	therein con Agent	tained. At	the same t	ime also a	ppeare	edH	ERBERT	E. MUS	<u> </u>		<u></u>	<del></del> ,
	T'X SEIGHT MIX (O	f the within	named co	rporation,	Morte	gagee, and r	made oath	in due fo	rm of law	that the	conside	ration
	set forth in	the foregoi	ng mortga	ge is true	and b	ona fide as	therein se	t forth,	and th	at he	is ag	ent
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	MORTGA	H K	F	9	BLOCK NO.	for Re o'clock.		j ·	ord	IE SECURITY TITLE GUA	The Kogers Building 113 E. Baltimore Stree Baltimore 2, Md.	The Daily Record Company, Baltime
	>	JOHN H.	Q.	# 1	<b>B</b>	o c	the.		Rec	SE( RP(	1	e Da
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# LISER 125 PAGE 469

WILLIAM C. LOGEES, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

vs.

FOR

JOHN H. MORLAN and

ANNE ARUNDEL COUNTY

, MARIE L. MORLAN, his wife

In Equity no. 13, 785

#### STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from John H. Morlan and Marie L. Morlan, his wife, to Vermont Federal Savings and Loan Association dated August 9, 1957 and recorded among the Land Fecords of Anne Arundel County in Liber GTC No. 1142, folio 483.

John H. Morlan & wife Lot No. 1 Carvel Road Anne Arundel County, Maryland

1960 iay

Amount of loan Interest Taxes Sanitary Charges

1,100.63 375.04 60.00

\$7,000.00

Less payments Balance

2,359,52 36,176,15

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

WILLIAM M. DEE, Secretary

STATE OF MARYLANT)

One of the control of the contr

I HEREBY CEPTIFY that on this May of May, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William M. Dee, Secretary of Vermont Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgate Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILE Perhant C. Magne

1960 MAY 10 PM 1:28

### URER 125 PAGE 470

WILLIAM C. ROGERS, Attorney :

IN THE

Named in Mortgage

CIRCUIT COURT

vs.

FOR

JOHN H. MOBLAN and

ANNE ARUNDEL COUNTY

MARIE L. MORLAN, His Wife

In Equity

senty ho. 13,785

STATE OF MARYLAND)

To Wit:

CITY OF BALTIMORE)

On this 16th day of , 1960 before me, May the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Pogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That John H. Morlan and Marie L. Morlan, his wife, are the owners of the mortgaged property descirbed in the mortgage filed in these proceedings; and, upon diligent inquiry it has been found that the said John H. Morlan and Marie L. Morlan, his wife are not now in the military service of the United States.

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

:Herbert

FILED 1960 JUN-4 AM 10:14

### LIBER 125 PAGE 471

WILLIAM C. FOGERS, Attorney ::

IN THE

Named in Mortgage

CIFCUIT COURT

vs.

FOF

JOHN H. MORLAN and

ANNE ARUNDEL COUNTY

MATTE L. MORLAN, his wife

In Equity

プロ . 13,185

# STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Vermont Federal Avings and Loan Association under the mortgage from John H. Morlan and Marie L. Morlan, his wife, to Vermont Federal Savings and Loan Association dated August 9, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1142, folio 483.

John H. Morlan & wife Lot No. 1 Carvel Boad Anne Arundel County, Maryland

June 2, 1960

Amount of Loan		
Interest		
Taxes		
Sanitary Charge		
Less Payments		

•	375.04	
	60.00	
#B	566.55	
2	359.52	_
36	207.03	

**47,000.00** 1,131.51

<sup>⊏</sup>alance

VF MONT FEDERAL SAVINGS AND LOAN **ASSOCIATION** 

STATE OF MAFYLAND)

) To Wit:

CITY OF BALTIMORE)

I HEREBY CEFTIFY that on this day of May, 1960 before me, the subscriber, a Notary Public of the State of Marvland, inaand for the City of Baltimore aforesaid, personally appeared William M. Dee, Secretary of Vermont Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and test Statement of the that the aforegoing is a true and just Statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal

Public

1960 JUN-4 AM 10:14

HOME OFFICE OF MARYLAND BALTIMORE 3	3,785
7	
OW ALL MEN BY THESE PRESENTS:	
HOME OFFICE OF MARYLAND BALTIMORE 3  Squity Two.  OW ALL MEN BY THESE PRESENTS:  we, William C. Rogers, 113 E. Baltimore Street, Baltimore ryland	2,
as P	
the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under ne State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the sum of SIX THOUSAND FIVE HUNDRED AND 00/100 (\$6,500.00)	full and
	Dollars,
be paid to the said State or its certain Attorney, to which payment well and truly to be made, and of ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or other and severally, firmly by these presents.	done, we · Assigns
Sealed with our seals and dated this 26th day of May	
he year of our Lord	
Whereas, the above bounden William C. Rogers	
virtue of the power contained in a mortgage from John H. Morlan and Marie L.	
Vermont Federal Savings and Loan Association	
uring date the 9th day of August, 1957 and	recorded
ong the mortgage records of Anne Arundel County  Liber G.T.C. No. 1142 Folio 483 and William C. Ro	gers
about to sell the land and premises described in said mortgage, default having been made in the	payment
the money as specified, and in the conditions and covenants therein contained.  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above  William C. Rogers	
the money as specified, and in the conditions and covenants therein contained.  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above  William C. Rogers	
the money as specified, and in the conditions and covenants therein contained.  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above  William C. Rogers	de by any
the money as specified, and in the conditions and covenants therein contained.  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above William C. Rogers  and shall well and truly and faithfully perform the trust reposed in him der the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made out of Equity in relation to the sale of said mortgaged property, or the proceeds thereof them	de by any
the money as specified, and in the conditions and covenants therein contained.  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above William C. Rogers  and shall well and truly and faithfully perform the trust reposed in him der the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made ourt of Equity in relation to the sale of said mortgaged property, or the proceeds thereof them to ligation to be void, otherwise to be and remain in full force and virtue in law.	de by any the above
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above William C. Rogers  and shall well and truly and faithfully perform the trust reposed in him der the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made out of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then to ligation to be void, otherwise to be and remain in full force and virtue in law.  In Testimony Whereof, the above bounden William C. Rogers  s hereto set his hand and seal and the said body corporate has caused these pres	de by any the above
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above William C. Rogers  and shall well and truly and faithfully perform the trust reposed in him der the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made out of Equity in relation to the sale of said mortgaged property, or the proceeds thereof them to ligation to be void, otherwise to be and remain in full force and virtue in law.  In Testimony Whereof, the above bounden William C. Rogers  shereto set his hand and seal and the said body corporate has caused these presults signed by its Attorney-in-Fact, the day and year first herein above written.	de by any the above
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above William C. Rogers  and shall well and truly and faithfully perform the trust reposed in him der the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made out of Equity in relation to the sale of said mortgaged property, or the proceeds thereof them to ligation to be void, otherwise to be and remain in full force and virtue in law.  In Testimony Whereof, the above bounden William C. Rogers  shereto set his hand and seal and the said body corporate has caused these presults signed by its Attorney-in-Fact, the day and year first herein above written.	de by any the above
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above William C. Rogers	de by any the above sents to be (SEAL)
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH. That if the above William C. Rogers  and shall well and truly and faithfully perform the trust reposed in him der the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made out of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then eligation to be void, otherwise to be and remain in full force and virtue in law.  In Testimony Whereof, the above bounden. William C. Rogers  shereto set. his hand and seal and the said body corporate has caused these presuly signed by its Attorney-in-Fact, the day and year first herein above written.  gned, sealed and delivered in the presence of:  William C. Rogers  FIDELITY AND DEPOSIT COMPANY OF MARYLAN	de by any the above ents to be (SEAL)
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above William C. Rogers  and shall well and truly and faithfully perform the trust reposed in him der the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made out of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then foligation to be void, otherwise to be and remain in full force and virtue in law.  In Testimony Whereof, the above bounden William C. Rogers  shereto set his hand and seal and the said body corporate has caused these presuly signed by its Attorney-in-Fact, the day and year first herein above written.  gned, sealed and delivered in the presence of:  William C. Rogers  FIDELITY AND DEPOSIT COMPANY OF MARYLAN	de by any the above ents to be (SEAL)

WINSON G. GOTT, JR.,
Attorney
Lee Building, Annapolis, Md.

#### Attorney's Sale

#### OF VALUABLE **IMPROVED** FEE SIMPLE **PROPERTY**

PROPERTY

At Carvel Beach, 3rd Election
District, Anne Arundel County
Under and by virtue of a power
of sale contained in a Mortgage
from John H. Morian and Marie
L., his wife, to Vermont Federal
Savings and Loan Association,
dated August 9, 1957 and recorded
among the Land Records of Anne
Arundel County in Liber GTC No.
1142 follo 483, default having occurred thereunder, the undersigned, as Attorney named in said
Mortgage, will offer for sale at
public auction, at the Court House
Door, Church Circle, Annapolis,
Maryland, on

#### Saturday, June 4, 1960 at 11 A.M.

at 11 A.M.

All that lot of ground with improvements thereon, in the 3rd Election Disrict, described as follows: Being Lot No. 1, as shown on the Plat of R. L. Brown's Carvel Beach, recorded among the Plat Records of Anne Arundel County, formerly in Cabinet 1, Rod A-9, Plat No. 12, and now in Plat Book 11 follo 21. Said lot being situate on the southwest side of Carvel Road. Being the some property which by deed dated August 9, 1957, recorded in GTC 1142, fol. 481 was conveyed by Kristena K. Brown to said Mortgagors. Subject to restrictions in a deed from Tubman and Mace to John Moltz and Andrew Gurmer, dated May 23, 1923, recorded in Liber W.N.W. No. 76, fol. 48.

IMPROVEMENTS: This property is improved by a 2 story frame dwelling with 11 rooms and 2 baths: hot-water oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the pirchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County: 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of scie.

WILLIAM C. ROGERS Attorney named in Mortgaga

charges to be adjusted to day soile.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL,
Auctioneer

OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIBING

# CERTIFICATE OF PUBLICATION

Annapolis, Md.,33	, 19 <u>_6</u> _/
We hereby certify, that the annexed	·
- attorneys Sale	
John H. Morlan Equity no. 13,78	
Equity No. 13.78	<u>ک</u> _
was published in	

**Auctioneer** 

WINSON G. GOTT, JR., Attorney Lee Building, Annapolis, Md.

# ATTORNEY'S SALE

OF VALUABLE

# **Improved Fee Simple Property**

AT CARVEL BEACH, 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from John H. Morlan and Marie L., his wife, to Vermont Federal Savings and Loan Association, dated August 9, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1142 folio 483, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

# Saturday, June 4,1960

at 11 A. M.

All that lot of ground with improvements thereon, in the 3rd Election District, described as follows: Being Lot No. 1, as shown on the Plat of R. L. Brown's Carvel Beach, recorded among the Plat Records of Anne Arundel County, formerly in Cabinet 1, Rod A-9, Plat No. 12, and now in Plat Book 11 folio 21. Said lot being situate on the southwest side of Carvel Road. Being the same property which by deed dated August 9, 1957, recorded in GTC 1142, fol. 481 was conveyed by Kristena K. Brown to said Mortgagors. Subject to restrictions in a deed from Tubman and Mace to John Moltz and Andrew Gummer, dated May 23, 1923, recorded in Liber W.N.W. No. 76, fol. 48.

IMPROVEMENTS: This property is improved by a 2 story frame dwelling with 11 rooms and 2 baths; hot-water oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS Attorney named in Mortgage Rogers Building 113 E. Baltimore Street Baltimore 2, Maryland

FILED

1960 J"" -7 PM 2:40

### LIBER 125 PAGE 475

Eguity no 13,785

I hereby certify that I have this 4th day of June, 1960, sold the of Annapolis, within described property to General Investors/Incorporated

at and for the sum of Six Thousand

Dollars (\$6,000.00)

it being at

that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Ca

of Annapolis,

I hereby certify that General Investors, Incorporated

has on this 4th day of June,

1960, purchased the within described property from William C. Rogers,
Attorney named in the Mortgage, at and for the sum of Six Thousand
Dollars (\$6,000.00)

hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

OF ANNAPOLIS
GENERAL INVESTORS/INCORPORATED

GREAR IX

/recurer

FILED

1960 JUN -7 PM 2:40

#### LIBER 125 PAGE 476

WILLIAM C. ROGERS, Attorney

IN THE .

Named in Mortgage

CIRCUIT COUET

vs.

:

FOR

JOHN H. MOELAN and

ANNE ARUNDEL COUNTY

MARIE L. MORLAN, his wife

In Equity

:::::::::::

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COUPT FOR ANNE ARUNDEL COUNTY:

Named in Mortgage to make sale of property known Lot 1 Carvel Beach Eoad, Anne Arundel County, Maryland, in the proceedings in said cause mentioned and respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice on Saturday, June 4, 1960 at 11:00 A.M. attend at the Court House Door, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this report unto General Investors of Annapolis, Incorporated, a hody corporate, at and for the price of \$6000.00.

WILLIAM C. ! OGEES, Attorney Name? in Mortgage

STATE OF MARYLAND)

To Wit:

CITY OF BALTIMOF.E)

I HEREBY CETTIFY that on this  $\mathcal{E}^{\tau \zeta}$  day of June, 1960, before me, a subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notar Yal Seal

erbert C. Moore, Notery Public

FILED

1960 JUN -7 PM 2:40

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Md.

#### Attorney's Sale

#### OF VALUABLE **IMPROVED** FEE SIMPLE **PROPERTY**

At Carvel Beach, 3rd Election District, Anne Arundel County
Under and by virtue of a power of sale contained in a Mortgage from John H. Morlan and Marie L., his wife, to Vermont Federal Savings a n d Loan Association, dated August 9, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1142 folio 483, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolls, Maryland, on Maryland, on

#### Saturday, June 4, 1960 at 11 A.M.

All that lot of ground with improvements thereon, in the 3rd Election Disrict, described as follows: Being Lot No. 1, as shown on the Plat of R. L. Brown's Carvel Beach, recorded among the Plat Records of Anne Arundel County, formerly in Cabinet 1, Rod A-9, Plat No. 12, and now in Plat Book 11 folio 21. Said lot being situate on the southwest side of Carvel Road. Being the some property which by deed dated August 9, 1957, recorded in GTC 1142, fol. 481 was conveyed by Kristena K. Brown to said Mortgagors. Subject to restrictions in a deed from Tubman and Mace to John Moltz and Andrew Gummer, dated May 23, 1923, recorded in Liber W.N.W. No. 76, fol. 48. IMPROVEMENTS: This property is improved by a 2 story frame dwelling with 11 rooms and 2 baths; hot-water oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sele.

WILLIAM C. ROGERS Attorney named in Mortgage

charges to be adjusted to tray sele.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL,

J-2

# **ORDER NISI**

LIBER 125 PAGE 478

William C. Rogers, Attorney IN THE Named in Mortgage CIRCUIT COURT versus John H. Morlan and FOR Marie L. Morlan, his wife ANNE ARUNDEL COUNTY  $N_0$ , 13,785 **Equity** 7th June Ordered, this \_  $\underline{\phantom{a}}$ , 19 60, That the sale of the \_ day of \_\_\_\_ Property in these proceedings mentioned William C. Rogers, Attorney Named in Mortgage made and reported by \_\_\_\_ BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the \_\_\_ day of \_\_July \_\_\_\_\_ next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the \_\_\_\_\_\_18th\_\_ day of July \_\_\_\_ next. The report states that the amount of sale was \$\_\_\_\_ True Copy, FILED 1960 JUN -7 2:40 TEST: (Final Order) William C. Rogers, Attorney IN THE Named in Mortgage CIRCUIT COURT versus John H. Morlan and FOR Marie L. Morlan, his wife ANNE ARUNDEL COUNTY \_.Term, 19 ORDERED BY THE COURT, This \_\_\_\_\_ that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor. FILED

1960 JUL 19 PM 12:58

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 13,785 Equity
WILLIAM C. ROGERS, Attorney
Named in Mortgage
Versus
JOHN H. MORLAN and
MARIE L. MORLAN. his wife
Ordered, this 7th day of June.
1550, That the sale of the Property in these proceedings mentioned made and reported by
William C. Rogers, Attorney
Named in Mortgage BE RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 18th day
of July next: Provided, a copy of
this Order be inserted in some
newspaper published in Anne
Arundel County, once in each of
three successive weeks before
the 18th day of July next.
The report states that the
amount of sale was \$5,000.00.
GEORGE T. CROMWELL, Cierk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

FILED 

CERTIFICATE	OF	<b>PUBL</b>	ICATION
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Annapolis, Md., _ Jacky 11, 1960
We hereby certify, that the annexed
Drden Min Salu Eg 13,785
Eq. 13, 785
John H. Morlan
was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the L⋘
day of, 19 La. The first
day of, 1960. The first insertion being made the 16th day of

THE CAPITAL-GAZETTE PRESS, INC.

In the Case of	In the	Δ
William C. Rogers, Attorney named in Mortgage VS. John H. Morlan and	Circuit	
Marie L. Morlan, his wife	T Allie Ariin/14	el County  Equity
To the Honorable, the Judges of said Court:  The Auditor reports to the Court thas has examined them she has stated the within account.	he proceedings in the above entitled	cause, and from
	•	
All of which is respectfully submitted.	Jama Dakla	
August 3, 1960.		Additor.

FILED 1960 AUG 16 PM 1: C8

LIBER ILU PAGE GOI				1
William C. Rogers, Attorney named in Mortgag and Marie L. Morlan, his	ge vs. "wife	John	ir H. Morla	n ac. n
To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	ł	35	411	25
, , , , , , , , , , , , , , , , , , , ,			444	ردا
To Attorney for Court costs, viz:			·	
Plaintiff's Solicitor's appearance fee	10	00	!	
Clerk of Court - Court costs	i	00		
Auditor - stating this account		50	51	50
			71	
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale		00		
Capital-Gazette Press - order nisi (acct	) 12	00		
Speer Publications, Inc handbills	13	92	·	
Fidelity & Deposit Co.of Mdbond premit	m 26	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Herbert C. Moore - notary fees	2	00	180	34
	ı		•	
To Vermont Federal Savings & Loan Assin,	إ:			
mortgagee - this balance on account mortgage claim	5,489	94	5,489	94
			6,133	13
Amount of Amended Mortgage Claim Filed	6,207	03		
Interest thereon from 7/1/60 to 9/13/60 2 months 13 days @ 6%	75	52		
·	6,282	55		
Cr. Amount allowed above	5,489	94		
Balance subject to decree in personam	792	61		
	•		: .	
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William C. Rogers, Attorney named in Mortgage

Cr.

		William C. Rogers, Attorne	y named ir	Mort	gage	
1960						·
June	4	Proceeds of Sale	6,000	00	·	
		Interest on deferred payment of	-			
		\$5,500.00 - 1 month 19 days	44	91	6,044	91
		Refund 1960 State and County taxes			·	
		(\$134.20) - 6 months 26 days		78		
		Refund 1960 water and sewer benefit				
		charges (\$20.00) - 6 months 26 days	11	44	88	22
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		<del> </del>			6,133	13
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•	481 <b>To 41</b>
William C. Rogers,	In the
Attorney named in Mortgage	CIRCUIT COURT
VERSUS	For
John H. Morlan and	ANNE ARUNDEL COUNTY
Marie L. Morlan, his wife	
ORDERED, This16th	day of
the Additor, filed this day in the	above entitled cause,
published in Anne Arundel County, once in each of	vided a copy of this Order be inserted in some newspaper  three successive weeks before 162
published in Anne Arundel County, once in each of	three successive weeks before the some newspaper of the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the successive weeks before the su

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LIBER 125. PAGE 484

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

# Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,785 Equity
WILLIAM C. ROGERS
Attorney named in Mortgage
vs.

WILLIAM C. ROGERS
Attorney named in Mortgage
vs.

JOHN H. MORLAN and
MARIE L. MORLAN, his wife
Ordered, this 16th day of August. 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of September next.

GEORGE T. CROMWELL, Clerk True Copy, Test:
GEORGE T. CROMWELL, Clerk.

S-1

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Annapolis, Md., September 1., 1960
We hereby certify, that the annexed
Order Miss Eg 13, 785
Order Miss Eg 13,785. auditor account
John H. Morlan
was published in

# Maryland Gazette

, ,
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for
successive weeks before the 19th
day of Septembers., 1962. The first insertion being made the 18th day of
insertion being made the 1.8 Lbs day of
august, 19 <u>60</u>
FILE CAPITAL-GAZETTE PRESS, INC.
0 SEP-2 PM By 46 D. Tilghmans.

No. M. C. \_/\_6\_6\_25\_\_\_

196

# LIBER 125 PAGE 485

NELSON A. FYLE, and  MARGARET P. PYLE, his wife  The petition of the plaintiff respectfully represents  That on the 28th day of Nevember A.D. 1.9.5.6 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$ 10,190.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgage all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.  That your petitioner files berevith an Affidavit made by Dwight P. Brunk, Vice President of Aurora Federal Savings and Loan Association, concerning the Military Status of the defendants herein, who are tip present owners of the mortgaged property, which affidavit is marked "Petitioner's Exhibit No. 2" and prayed to be taken as a part of this petition.  That default has now occurred in the performance of the covenants of said Mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.  And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.  And as in duty, &c.	AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	Docket Folio Case No. 13,414 Equation Filed
CIRCUIT COURT FOR ANNE ARRENDEL COUNTY IN EQUITY  To the Honorable, the Judge of said Court:  The petition of the plaintiff respectfully represents  That on the 28th day of Nevember A.D. 1 9 5 6 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain.  1easehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$ 10,190,00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.  That your petitioner files herewith an Affidavit made by Dwight F. Brunk, Vice President of Aurora Pederal Savings and Loan Association, concerning the Military Status of the defendants herein, who are tispresent owners of the mortgaged property which affidavit is marked "Petitioner's Exhibit No. 2" and prayed to be taken as a part of this petition.  That default has now occurred in the performance of the covenants of said Mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.  And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.	(	IN THE
MARGARET F. PYLE, his wife  To the Honorable, the Judge of said Court:  The petition of the plaintiff respectfully represents  That on the 28th day of Nevember A.D. 1.9.5.6		CIRCUIT COURT
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And as in duty, &c.	ance with the terms of said mortgage.	
	. And as in duty, &c.	
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FILED 1959 SEP 19 ET 9:50

Attorney for Plaintiff

25125

#### Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD PR

PETITIONER'S EXHIBIT NO. 1

This Mortgage, made this

38 H

day of Novembe

in the year one thousand nine hundred and fifty-six

. between

, Detv

NELSON A. PYLE and MARGARET F. PYLE, his wife,

Anne Arundel County,

, in the State of Maryland, Mortgagor(s)

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said NELSON A. PYLE and MARGARET F. PYLE, his wife,

the sum of Ten Thousand One Hundred Ninety and 00/100 (\$10,190.00)

dollars.

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five & one-half(5½%) per cent per annum, in the manner following:

By the payment of Sixty-two and 60/100 (\$62.60)

on or before the 20th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said NELSON A. PYLE and MARGARET F. PYLE, his wife,

do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County,

State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-seven (127), situated on the northernmost side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being now known as No. 1211 Montgomery Drive.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from THE DIXIE CORPORATION unto the Mortgagors herein.

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# LIBER 125 PAGE 487 LIBER 1084 PAGE 85

To have and the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, incorrectionable foreseed during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight (\$108.00) Dollars, payable in even and equal half-yearly installments on the 17th days of January and July in each and every year.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.
- III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.
- IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgager(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.
- V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.
- VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the 20th day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.
- VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.
- IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.
- X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

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AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:	Melson a. Tela (SEA
Elsie Curtis	(Nelson A. Pyle)  Margaret F. Pyle (SEA (Margaret F) Pyle)
STATE OF MARYLAND, CITY OF BALTIMORE, T	TO WIT:
I HEREBY CERTIFY, that on this in the year one thousand nine hundred and fifty-six a Notary Public of the State of Maryland, in and for Baltin MARGARET F. PYLE, his wife,	day of November , before me, the subscriber, nore City, personally appeared NELSON A. PYLE and
named in the aforegoing mortgage and herosheroouthey a	, the mortgagor(s), acknowledged said mortgage to be his, her or their act.
At the same time also appeared, JOHN L. FISHER, President of Aurora Federal Savings and Loan Associati due form of law that the consideration mentioned in said	on, a body corporate, the mortgagee, and made oath in mortgage is true and bona fide as therein set forth.

My commission expires on May 6, 1957

As witness my hand and Notarial Seal.

Else Curto

Notary Public.

ELSIE CURTIS

Rec'd for record Per 4 1954 at 2.06 Pm.

# Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

PETITIONER'S EXHIBIT NO. 2

AURORA FEDERAL SAVINGS AND

LOAN ASSOCIATION, a body corporate,

MARGARET F. PYLE, his wife

IN THE

# CIRCUIT COURT

ANNE ARUNDEL

...COUNTY

IN EQUITY

Docket ..... Folio .....

Filed .....

#### Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared ... DWIGHT F, BRUNK Vice-President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

- said defendant fix not in the military service of the United States,
- s are said defendant/ not in the military service of any nation allied with the United (2)States,
- (3) said defendant not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

(1)

Affiant.

Subscribed and sworn to before me

... day of September 1959.

Notary Public

1959 SEP 19 1 9:50



AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

NELSON A, PYLE and

MARGARET F. PYLE, his wife

DOCKET .....FOLIO

CASE NO. 13 414 FILED ....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

# STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage from NELSON A. PYLE and MARGARET F. PYLE, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 28th day of November, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1084, Folio 84, secured by the leasehold premises known as No. 1211 Montgomery Drive.

Original Loan -----\$ 10,190.00 Amount repaid -----Loan Balance ----- S 9,890.38 Interest to 10/19/59 -----249.60 10,139.98 Expense Account Credit -----

AURORA FEDERAL SAVINGS AND LOAN

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

day of ... September .... in the year nineteen hundred and ....fifty-nine....., before me, a ....Notary Public ...... of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK.

Vice-President of Aurora Federal Savings and Loan Association, a body corporate,

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

elsie curtis

SEP 19 11 9:5

AURORA	FEDERAL	SAVINGS	AND	LOAN	
ASSOCIA	TION, a bod	y corporate,		•	, ,

NELSON A. PYLE and

MARGARET F. PYLE, his wife

CASE No. 13 4/4 Equity

IN THE

### **CIRCUIT COURT**

**FOR** 

...ANNE ARUNDEL ......COUNTY
IN EQUITY

#### DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is Thereupon, this day of September in the year nineteen hundred and ......fifty-nine ....... by the Circuit Court for ...... ANNE ARUNDEL ....... County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten..Thousand..Two..Hundred..Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ANNE ARUNDEL County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their ...personal representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1959 SEP 19 MILLI 64

Benjamin Ulichaelson Judge.

Approximate

Value of

Property \$10,200.00

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

LIBER 125 PAGE 493

STATE OF MARYLAND

LIBER 10 PAGE 105

Aurora Federal Savings and Loan Association

versus

Nelson A. Pyle and Margaret F. Pyle his wife

No. 13, 414 Equits

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Meyerhoff Building, Baltimore 1, Maryland

as Principal, Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Two Hundred and 00/100 - Dollars (\$10,200.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 13th day of October in the year of our Lord one thousand, nine hundred and fifty-nine.

WHEREAS THE ABOVE BOUNDEN

William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of

Anne Arundel County, Maryland has been appointed trustee to sell

Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Nelson A. Pyle and Margaret F. Pyle, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

#### William F. Podlich

do and shall well and faithfully perform the trust reposed in **him** by said decree, or that may be reposed in **him** by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Colsie Curtis

William F. Podlich

(SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Howard J. McNamara
Attorney in fact

1959 OCT 16 MILLION

2

#### 18FR 125 PAGE 494

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

NO. 13 414 - EQUITY

vs.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NELSON A. PYLE, and

DOCKET 18, FOLIO 257

MARGARET F. PYLE, bis wife

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the leasehold premises 1211 Montgomery Drive (Lot No. 127, Plat of Section Five of LEHIGH, in the 3rd Election District of Anne Arundel County), in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements, inserted in THE MARYLAND GAZETTE, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee, WILLIAM F. PODLICH, did pursuant to said notice on Monday, the 19th day of October, 1959, at 2:30 o'clock P.M. attend on the premises and then and there sold at Public Auction the property above referred to, unto NATHAN A. FINK and BENJAMIN J. WOOD, T Trading as World Investors for the sum of Nine Thousand Seven Hundred and 00/100 (\$9,700.00) Dollars, being at that figure, the highest bidders therefor, to be paid IN CASH upon ratification of said sale; the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he had received from the purchaser, the deposit of Five Hundred and 00/100 (\$500.00) Dollars required by the terms of said sale, and has also obtained the written ageeement of the purchaser to comply with the other of said terms, same being as set out in said Advertisement annexed hereto.

> Said Trustee reports further that said property, so sold, was 1050 NOT 24 IN 01 50

# LBER 125 PAGE 495

not owned by any individual whose Military Status could or might affect the right of said Trustee to make said sale.

Said Trustee files herewith a Certificate of the Auctioneer who conducted said sale, and a Certificate of the Purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

(William F. Podlich) Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 230 day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis
Notary Public

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

-vs-

: DOCKET

**FOLIO** 

NELSON A. PYLE and MARGARET F. PYLE, his wife

EQUITY NO.

#### CERTIFICATE OF AUCTIONEER

the undersigned Auctioneer did sell the leasehold property known as No. 1211

Montgomery Drive, (Being Lot No. 127 on the Plat of Section 5 of LEHIGH) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE) unto NATHAN A. FINIX AND DEATEM V.

J. NOOD - JRADING AS NORLD INVESTORS—

at and for the sum of NINE THOUSAND SEVEN HUNDRED Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said sale was fairly made.

E. T. NEWELL & CO.,

By Standard Stands
Its President-Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 19th day of October, 1959, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from WILLIAM F. PODLICH, Trustee, at and for the sum of NINE THOUSAND (\*7700.00) Dollars was paid on account to said Trustee; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

By

Bujanny Word

1959 OCT 24 FT 91819

# **ORDER NISI**

LIBER 125 PAGE 497

AURORA FEDERAL SAVINGS AND LOAN IN THE ASSOCIATION, a body corporate CIRCUIT COURT versus NELSON A. PYLE, and MARGARET F. PYLE, his wife ANNE ARUNDEL COUNTY  $N_0. 13.414$ Equity Ordered, this \_\_\_\_\_\_, 1959, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the \_\_\_30th day of \_\_\_\_\_\_ November \_\_\_\_ next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the \_\_\_\_\_\_30th\_\_\_\_ day of \_\_\_\_\_ next. The report states that the amount of sale was \$\_\_\_\_9,700.00\_\_\_ FILED 1959 OCT 24 AM9:58 True Copy. (Final Order) AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate CIRCUIT COURT versus NLLSON A. PYLE, and ANNE ARUNDEL COUNTY MARGARET F. PYLE, his wife ORDERED BY THE COURT, This \_\_\_\_\_\_ 2 & day of Wecamber 1954 that the sale made and reported by the \_\_Trustee \_\_\_ aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such

proper expenses as he shall produce vouchers for the Auditor.

William F. Podilch, Solicitor 301 Meyerhoff Building Baltimore 1, Maryland

#### Trustee's

#### Sale

#### Of Valuable Leasehold Property 1211 MONTGOMERY

(Being Lot No. 127 on Plat of Section 5 of Lehigh, in the Third Election District of Anne Arundel County)

By Decree of the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, the undersigned Trustee will sell at PUBLIC AUCTION, on the premises on

#### Monday, October 19th, 1959 At 2:30 o'clock P. M. (E. D. S. T.)

all that leaschold lot of ground and premises situate in the Third Election District of Anne Arundel County. State of Maryland, and described as follows: ALL that int of ground and premises known and designated as Lot Numbered One Hundred Twenty-seven (127), situated on the northermost side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The Improvements thereon being now known as No. 1211 Montgomery Drive.

SUBJECT to an annual ground rent of One Hundred Eight (\$108.00) Dullars.

IMPROVED by a one-story brick dwelling with commender.

rent of One Hundred Eight (\$108.00) Dullars.

IMPROVED by a one-story brick dwelling, with carport.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS: CASH upon ratification of sale by the Court: all taxes, ground rent and other Public Dues and Charges, are to be adjusted to date of sale, and all annual benefit charges or assessments, imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or benefitting sald property, whicher assessment thereof has been actually levicd or not, shall be paldby the Seller to the date of sale, or allowance made therefor to the Buyer to sald date, and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyer.

DEPOSIT of \$500.00 required at

the Buyer.

DEPOSIT of \$500.00 required at sale; balance to bear interest at 6% from date of sale.

6% from date or sale.
WILLIAM F. PODLICH, Trustee
E. T. NEWELL & CO., Auctioneers
O-15

13,4 4

OFFICE

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis. Md., Movember 3, 1959

We hereby c	ertify, that the	annexed	
- Mus	herse -	Sale	Drive
	Ljanlgu	mirey	blawe_
Melse	na a. C	Pyle.	·
was published in			

# Maryland Gazette

·
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 19th
day of Datolies
insertion being made the 24th day of
September 19.19.
THE CARITAL CAZETTE PRESS AND

GAZETITE PRESS, INC.

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

125 PAGE 499 ANC. RTIBING 16913 41469

# Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,414 Equity
AURORA FEDERAL SAVINGS
AND LOAN ASSOCIATION, a
body corporate

body corporate

versus

NELSON A. PYLE. and

MARGARET F. PYLE, his wife

Ordered, this 24th day of October, 1959. That the sale of the
Property in these proceedings
mentioned, made and reported
by William F. Podlich. Trustee

BE RATIFIED AND CON.

FIRMED, unless cause to the contrary thereof be shown on or before the 30th day of November
next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel
County, once in each of three successive weeks before the 30th day
of November next.

The report states that the

of November next.

The report states that the amount of sale was \$9.700.00 GEORGE T. CROMWELL, Clerk True Copy, TEST:
GEORGE T. CROMWELL, Clerk, N-19

# CERTIFICATE OF PUBLICATION

Anna	polis, Md., Maressleer. 32, 19-4
We hereb	y certify, that the annexed
- En	Les Dies Solo
ta	13,414
0	
nels	n a. Pyle
was published	in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for
successive weeks before the _30th
day of Movembre 1959. The first
insertion being made the _29th day of
- Nototsen 1929.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 12/1350 DEC -1 / 9:7:0

By Walalahomen

In the Case of  Aurora Federal Savings and Loan Association, a body corporate VS. Nelson A. Pyle and	Circuit Court For
Margaret F. Pyle, his wife	No. 13,414 Equity
To the Honorable, the Judges of said Court:  The Auditor reports to the Court that he has examined themshe has stated the within account, in accordance of Appeals of Maryland in No. 245, Sep	with the Mandate of the Court
	-
· · · · · · · · · · · · · · · · · · ·	······
·	
All of which is respectfully submitted.	Cauxa X Sakling
August 6, 1960.	Auditor.

LIRER 125 PAGE 5UL Aurora Federal Savings and Loan Association, a body corporate vs. Nelson A. Pyle and Margaret F. Pyle, his wife To Trustee for Fee, viz: 35 00 To Trustee for Commissions, viz: 324 359l 45 To Trustee for Court costs, viz:
Plaintiff's Solicitor's appearance fee 10 00 Clerk of Court - original Court costs 28 00 Clerk of Court - additional Court costs Jos. W. Alton, Jr. - Sheriff's costs 50 35 18 Auditor - stating first account and two 50 50 copies 22 Auditor - stating second account 13 96 85 To Trustee for Expenses, viz: Capital-Gazette Press - advertising sale Capital-Gazette Press - order nisi (sale) 00 15 00 Capital-Gazette Press - order nisi (firs account 12 00 Capital-Gazette Press - order nisi (second 00 account[ 12 U.S. Fidelity & Guaranty Co.-bond premium 40 80 E.T. Newell & Co., Inc. -auctioneer's fee One-half Federal documentary stamps One-half State documentary stamps Elsie Curtis - notary fees 00 100 5 50 11 00 50 267 80 To Trustee for Benefit Charges, viz: Metered water from 6/11/59 to 10/19/59-4 months 8 days 26 28 26 28 To Trustee for Ground Rent, viz: Semi-annual ground rent of \$54.00 due 1/17/60 - 3 months 2 days 27 60 27 60 To Aurora Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim 9.081 68 9,081 68 9,859 66 Amount of mortgage claim filed Interest on principal balance of \$9,890.38 from 10/19/59 to 9/13/60 -10,139 | 67 10 months 25 days - @  $5\frac{1}{2}\%$ 491 | 09 10,630 76 Cr. Amount allowed above 9,081 |68 Balance subject to decree in personam 1,549 108

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with		William F. Podlich, Trusto	e <b>e</b>		Cr.	
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1959						
Oct.	19	Proceeds of Sale	9,700	00		
		Interest on deferred payment of				
		\$9,200.00 to 1/4/60 - 2 months 15				
•		days	114	98	9,814	98
		Refunds				
		1959 State and County taxes (\$146.16	) •)			
		2 months ll days		82		
		1959 water and sewer benefit charges	]			
		(\$53.44) - 2 months 11 days		54 .		
		Annual fire insurance premium	-			
		(\$23.06) - 75 days	5	32	44	68
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		•			7,077	00
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#### ORDER NISI

Aurora Federal Savings and Loan
Association, a body corporate

In the

# CIRCUIT COURT

Association, a body corporate	CINCUIT COURT
VERSUS	For
Nelson A. Pyle	ANNE ARUNDEL COUNTY
and	- SEEGHEE COOKIT
Margaret F. Pyle, his wife	No. 13 / 1/
SECOND This 12th	day of
2. The and recount of the Auditor, filed this day in the	above entitled cause
BE RATIFIED AND CONFIRMED, unless cause to the	e contrary be shown on or before the 19th
next; Pro	vided a copy of this Order he inserted in some
resisted in Manie Arundel County, once in each of	three
19th day of Septem	nb.ernext.
	Thoras Conswell
In the Circuit Court for Anne Arundel Co	unty
aforegoing Report and Account of the Auditor be and	he same is hereby finally ratified and confirmed, no cause
of interest as the same has been or may be received.	the same is hereby finally ratified and confirmed, no cause tee apply the proceeds accordingly with a due proportion
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1950 SEP 20 P1; 2:50	1) Bani (). 1#
· 05/20 P/: 3:	
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#### LIBER 125 PAGE 504 OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,414 Equity AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

NELSON A. PYLE and MARCARET F. PYLE, his wife

MARCARET F. PYLE, his wife
Ordered, this 12th day of August,
1960, That the Report and Account
of the Auditor. Iiled this day in the
above entitled cause BE RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 19th day of
September next; Provided, a copy
of this Order be inserted in some
newspaper published in Anne
Arundel Coupnty, once in each of
three successive weeks before the
19th day of September next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
g-1

# CERTIFICATE OF PUBLICATION

Annapolis, Md., September 1, 1960
We bereby certify, that the annexed
- Order Miss. Eg 13, 414 - auditor account
- Melson a. Pyle
was published in
Maryland Gazette
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3
successive weeks before the 19th
day of September 19th. 1960. The first
insertion being made the 18th day of
august
THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 16620

WOVEEN JUNE BALL (nee June Dennis) 1707 N. Fulton Avenue Baltimore 17, Maryland LIBER 125 PAGE 500

JILBUR T. DENNIS

CIRCUIT COURT FOR

IN THE

Dennis Road, nr. Robinson Station

Severna Park, Maryland

ANNE ARUNDEL COUNTY

JOHN F. PARKER 44 Calvert Street

Annapolis, Maryland, and

NO. 13 158 Equity

LOUIS M. STRAUSS, Trustee and Executor of Last Will and Testament of Armintia Dennis 124 South Street Annapolis, Maryland

### BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Woveen June Ball, nee June Dennis, by Morris Turk, her Solicitor, respectfully shows:

- 1. That by two deeds, both dated July 25, 1921 and recorded among the Land Records of Anne Arundel County in Libers W.N.W. No. 35, folio 489 and 44 Calvert Street, Annapolis, Maryland, was conveyed to Minnie Dennis and Thomas Dennis, her husband, as tenants in common, by George Adams, widower, a certified copy of said deeds filed herewith as Complainant's Exhibits Nos. 1 and 2 and prayed to be taken as a part hereof.
- 2. That the said Thomas Dennis departed this life intestate in the year 1939 leaving surviving him as his only next of kin and heirs at law the following:
  - (a) Minnie Dennis, who was also known as Armintia Dennis, widow
  - June Dennis, now Woveen June Ball, daughter
  - (c) Wilbur T. Dennis, son.
- 3. That the said Armintia Dennis, also known as Minnie Dennis, departed this life on or about February 7, 1955, leaving a Last Will and Testament wherein her share of the aforementioned property was devised to June Dennis, now Woveen June Ball, John F. Parker and Wilbur T. Dennis. That the Respondent, Louis M. Strauss is made a party hereto inasmuch as he is named as Trustee in said will, a certified copy of said Last Will and Testament is filed herewith as Complainant's Exhibit No. 3 and prayed to be taken as a part hereof.

- 4. That your Complainant is a tenant in common with the respondents, John F. Parker and Wilbur T. Dennis of undivided interests in said property and because of the nature of the property and improvements thereon, it is not susceptible of partition in kind between the parties hereto without loss or injuries to their respective interest therein.
- 5. That the property has not been maintained peaceably as provided in said Will and as a result thereof, the property should be sold.
- 6. That it will be for the best interest and advantage of all parties that said real estate be sold and the proceeds thereof divided among them according to their respective interests.

### WHEREFORE, YOUR COMPLAINANT PRAYS:

- (a) That this Honorable Court pass a decree for the sale of the property herein mentioned and that the monies arising from such sale be divided among the parties according to their respective interest and rights.
- (b) That a Trustee or Trustees be appointed to make said sale, receive the purchase price and to convey the property to the purchaser or purchasers thereof upon ratification of sale.
- (c) That your Complainant may have such other and further relief as the nature of her case may require.

AND AS IN DUTY BOUND, etc.

Woveen June Ball

forris Turk

Maryland Inn, Annapolis, Maryland

Colonial 3-4341

Solicitor for Complainant

This Deed made this 25th day of July, 1921, by and between George Adams, Widower, of the City of Annapolis, State of Maryland, of the first part, hereinafter called "Grantor", and Minnie Dennis and Thomas Dennis, her husband, also of said City and State, of the second part, hereinafter called "Grantees".

Witnesseth: That for and in consideration of the sum of One Thousand Dollars (\$1,000.00), current money, paid by the said Grantees to the said Grantor, the recript of which is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, as tenants in common in fee simple, all that piece or parcel of land situated in the City of Annapolis, Maryland, which is described as follows:

Beginning for the same at a point distant in a southwesterly direction 201 feet 3½ inches from the Southeast corner of Calvert and Northwest Streets, and running from thence South 67 degrees 30 minutes East, 35 feet 6½ inches; thence South 65 degrees East 46 feet 9½ inches to the back line of said lot; thence Southwesterly 20 feet to the division line; thence Northwesterly 102 feet 6 inches to the southeast side of Calvert Street; thence with said Street North 24 degrees 45 minutes East, 16 feet to the beginning.

Containing 1841 square feet of land, more or less.

Being identical property which was conveyed unto the said Grantors by Annie M. Cox, nee Burly, and husband, Louis R. Cox, by deed dated September 15, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. folio ; and being also the A. same property formerly belonging to George/Burly, as by reference to Liber G.W. No. 12, folio 326 of said Land Records will appear, the title to said property having become vested in the said Annie Cox, nee Burly, by deed from the heirs at law of the said George Burly, which is recorded among the Land Records aforesaid in Liber G.W. No. 63 folio 125.

Together with the buildings and improvements thereon, and all Roll John Definition of the Complaint of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the St

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of the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the Above described property unto the said Minnie Dennis and Thomas Dennis her husband; as tenants in common, in fee simple.

And the said Grantor does hereby covenant that he will warrant Specially the title to the property hereby conveyed and that he will execute such other and further assurances as the same as may be requisite.

Witness The Hand And Seal Of the Said Grantor.

his

GeorgexAdams (Seal)

mark

State of Maryland; Anne Arundel County, To Wit:

I hereby certify that on this 25th day of July 1921, before the subscriber, a Notary Public of the State of Marvland, in and for Anne Arundel County, personally appeared George Adams; Widower, and acknowledged the aforegoing deed to be his act.

Witness My Hand And Seal Notarial.

George R. Thomas (Notary Seal)
Notary Public

Recorded - 26 of July, 1921- 10 A.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing <u>DEED</u> is a true copy, as truly taken and copied from Liber W.N.W. No. <u>35</u> folio <u>489</u>, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY "HEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this <u>13th</u> day of <u>May</u>, 195<u>8</u>.

George T. Cromwell, Clerk

This Deed made this 25" day of July 1921 by and between George Adams, Widower, of the City of Annabolis State of Maryland of the first part hereinafter called "Grantor" and Minnie Dennis and Thomas Dennis her husband also of said City and State of the second part hereinafter called "Grantee"

Witnesseth that for and in consideration of the sum of One Thousand dollors (\$1000.00) current money paid by the said Grantees to the said Grantors the receipt of which is hereby acknowledged the said Grantors do hereby grant and convey unto the said Grantees as tenants in common, in fee simple

All that piece or parcel of land situated in the City of Annapolis Maryland which is described as follows

Beginning for the same at a point distant in a Southwesterly direction 201 feet 3½ inches from the Southeast corner of Calvert and Northwest Streets and running from thence South 67 degrees 30 minutes East 35 feet 6½ inches thence South 65 degrees East 46 feet 9½ inches to the back line of said lot thence Southwesterly 20 feet to the division line thence Northwesterly 102 feet 6 inches to the Southeast side of Calvert Street thence with the Said Street North 24 degrees 45 minutes East 16 feet to the beginning

Containing 1841 square feet of land more or less

1

Being the identical property which was conveyed unto the said Grantor by Annie M. Cox nee Burly and husband Louis R. Cox by deed dated September 15, 1916 and recorded among the Land Records of Anne Arundel County in Liber G.V. No. 110 folio 38

And being also the same property formerly belonging to George A. Burly as by reference to Liber G.W. No. 12 folio 326 of said Land Records will appear the title to said property having become vested in the said Annie Cox nee Burly by deed from the heirs at law of the said George Burly which is recorded among the Land Records aforesaid in Liber G.W. No. 63 folio 125.

Together with the buildings and improvements thereon and all of the fact.

COMPLAINANT'S Exhibit No. 1959 APR-8 Pil 3:21 13:15

LIREK 125 PAGE 511

rights, roads, ways, waters privileges and appurtenances thereto belonging or in anywise appertaining

To Have and To Hold the above described property unto the said Minnie Dennis and Thomas Dennis her husband as tenants in common in fee simple And the said Grantor does hereby covenant that he will warrant Specially the title to the property hereby coveyed and that he will execute such other or further assurances of the Same as may be requisite

Witness the hand and Seal of the said Grantor

Witness Bertha G. Durney.

George X Adams (Seal)

State of Marvland, Anne Arundel County to Wit:

I hereby Certify that on this 25" day of July 1921 before the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared George Adams, Widower and acknowledged the aforegoing deed to be his act.

Witness my hand and seal Notarial

George R. Thomas (Notary Seal)

Notary Fublic

State of Marvland Queens Anne's County, to Wit:

I hereby certify that on this Fifteenth day of February in the vear nine-teen hundred and twenty four before me the subscriber a Notary Public of the State of Maryland in and for Oueen Anne's - personally appeared George Adams and acknowledged that the signature affixed to the above deed as indicated by hisX mark purporting to be his signature, is in fact his genuine signature and was affixed to said deed at the time of the execution of same and as evidence thereof he has now had the Said signature properly witnessed

Witness my hand and Notarial Seal

(Notary Seal) Bertha L. Durney
Notary Public

Recorded 22" April 1924, 1 P.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing <u>DEED</u> is a true copy, as truly taken and copied from Liber No. <u>86</u> folio 462, one of the Land Record Pooks for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 14th day of May, '958.

George T. Cromwell, Clerk

Fauty 70. 13,158

### LIBER 125 PAGE 513

I, Armintia Dennis, of 44 Calvert Street, City of Annapolis, State of Maryland, being of sound and diposing mind and capatite of exercising a valid deed or contract, so make, publish and declare this to the ty last will and TO SERVE TO ALL LONG TO SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE SERVE testament, hereby revoking all other wills or codecils deretofore by me made.

After the payment of all my just debts and funeral expenses, I hereby give and devise and bequeath all my realty and personalty now owned by me or hereafter acquired by me to be divided as follows: I specifically bequeath and devise the following to June Dennis: one sewing machine, one new radio, one china closet, on punch bowl, one chiffarobe and clothes, and one half of my china-ware.

It is my intention and desire that my home property at Number 44 Calvert Street, be so kept and maintained as a home for the following: John F. Parker, who shall also have the direction and maintenance of the same, and for the benefit of June Dennis and Wilbur T. Dennis, under the authority of the executor and trustee to be named hereunder. And it is specifically my desire that June Dennis and her child shall have the right to the use of a room whenever she desires to make use of the said home. In the event the aforegoing children cannot agree and maintain this home peaceably I hereby authorize and instruct my trustee to make sale of this property and divide the proceeds equally between the living legatees.

I hereby appoint Louis M. Strauss, my attorney, the executor of this, my last will and testament.

I further do hereby appoint Louis M. Strauss, Trustee under this, my last will and testament, with the power to sell and convey the real estate in his discretion.

In testimony whereof I have hereunto subscribed my name and seal this a day of March, 1946.

Signed, sealed, published and declared by the above testratrix as and for her last will and testament in the presence of us who at her request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses. ... GRACE A. J'A YELL (SEAL)

مراجعة أقرمه

Examin's Exelis No. 1

Boll v. Demi, et d. Equity No. 13, 158

She S. Roun J. Eram

FILED COMPLAINANT'S Exhibit No. 3.

1959 APR-8 PM 3: 21

# STATE OF MARYLAND

# Anne Arundel County

1, 11. STAIVLET CLARK, Register of Wills, and	by law Keeper of the Seal and of the Records, and of the Original
Papers of the Orphans' Court of Anne Arundel County,	, do hereby ceretify that the aforegoing is a true and full copy of
the Last Will	and Testament
0	ŕ
Armii	nta Dennis
deceased	late of said County
filed, recorded and	taken from the original which is
Kept in the office of Register of Wills for Anne Arundel	County.
	IN TESTIMONY WHEREOF, I hereunto
4	subscribed my name and affix the seal of said Court thisday of
	April in the year of our
	Lord, nineteen hundred and fifty -eight.
الله الله الله الله الله الله الله الله	Register of Wills for Anne Abundel County

WOVEEN JUNE BALL (nee June Dennis) 1707 N. Fulton Avenue, Baltimore 17, Maryland

IN THE

vs.

CIRCUIT COURT

WILBUR T. DENNIS

FOR

Dennis Road, nr. Robinson Station

ANNE ARUNDEL COUNTY

Severna Park, Maryland

MAME WHOM DET

JOHN F. PARKER Liu Calvert Street, Annapolis, Maryland, and

Annapolis, Maryland

No. 13,158 EQUITY

LOUIS M. STRAUSS, Trustee and Executor of Last Will and Testament of Armintia Dennis 124 South Street,

:::::

#### ANSWER TO BILL OF COMPLAINT

Now comes Louis M. Strauss, Trustee and Executor under the Last Will of Armintia Dennis, also known as Minnie Dennis, and for answer to the Bill of Complaint exhibited against him, says:

- of Armintia Dennis, admits the allegations contained in paragraph one of said Bill of Complaint.
  - 2. He admits allegations contained in paragraph two of said Bill.
- 3. He admits allegations contained in paragraph three of said Bill of Complaint.
- 4. That he neither admits nor denies the allegations contained in paragraph four of said Bill, and he has no knowledge of the heirs as set forth and demands strict proof thereof.
- 5. He admits the allegations contained in paragraph five of said Bill of Complaint.
- 6. He admits the allegations contained in paragraph six of said Bill and submits his interest to the jurisdiction of this Honorable Court.

And further answering said Bill of Complaint, your Defendant represents administration of the Estate of Armintia Dennis, also known as Minnie Dennis, was undertaken by your Respondent as Executor and Trustee, that he has incurred and paid bills to John H. Hopkins, 4th, for Executor Bonds to date totaling Ninety (90.00) Dollars as per the enclosed and attached duplicate invoices, that there remains two unpaid additional Bond premiums, totaling Sixty (60.00) Dollars; that your Respondent has paid Capital-Gazette Press for

7

Notice to Creditors the sum of Eight (8.00) Dollars, as per the attached bill and that there is open Orphans' Court Costs and Administration expenses thereof to be embodied and accounted for in these proceedings. and nos assets have have come into my hands., there being of value only realty.

And having answered said Bill of Complaint your Respondent prays to

be hence dismissed with his costs.

M. Strauss, Trustee & Executor

I hereby certify a copy of Answer to Bill of Complaint was mailed, postage prepaid, to Morris Turk, Esq., Maryland Inn, Annapolis Maryland, this day of April, 1959.

Louis M. Strauss

# The Capital-Gazette Press, Inc.

**EVENING** CAPITAL

ANNAPOLIS, MARYLAND

GLEN BURNIE BRANCH OFFICE: 10 PLATZER LANE

MAR YLAND **GAZETTE** Gles Burnie News

WEEKLY BINCE 1727 JAN Dig 1736

Louis M. Strauss Townsworth Bldg. Anmapolis, Maryland

ARMINITA DENNIS TERMS NET

	10TH FOLLOWING MONTH					
DATE	AQATE LINES	DESCRIPTION	FOLIO	CHARGE	CREDIT	BALANCE
1955		SALANCE BROUGHT FORWARD	====			
Apr 26		Notice to creditors Mar 29-Apr 5-12-19-26 May 3	C6491	. <b>8</b> 00		8 00
Carried Salary	100 E	The Eveniug Capital and Maryland Gazette are ARO newspapers. The Andit Burean of Circulation ineignia means that you are getting assured values for your advartising deliar.		MITTE	Example.	S. Rome L.

PRINTERS - PUBLISHERS 1959

APR 21 Pil 2: 5 Bay LAST AMOUNT IN THIS COLUMN

TELEPHONES: ANNAPOLIS: CO. 3-2331

12

### JOHN H. HOPKINS IV LIBER 125 PAGE 517

Tel. COLONIAL 8-1242

INSURANCE AND BONDS

HAYS BUILDING . 15 SCHOOL STREET ANNAPOLIS, MARYLAND

Louis M. Strauss, Esquire 136 South Street Annapolis, Maryland

COMPANY Globe Indemnity Co.

INCEPTION DATE 3/28/57

THIRD YEAR RENEWAL

EXPIRATION DATE 3/28/58

PROPERTY INSURED Estate of Arminta Dennis, deceased AND LOCATION POLICY IN NAME OF Orphans Court for A. A. Co Louis M. Strauss POLICY NUMBER AMOUNT OR LIMITS COVERAGE 503609 \$4,000.00 **Executors Bond** \$30.00 (Note 1st & 2nd Years unpaid 1859 APR 21 FIL 2150 ROXIEX MANDEN XIX PREMIUMS ARE DUE AND PAYABLE THE DATE POLICY BECOMES EFFECTIVE

r plicate

### JOHN H. HOPKINS IV

**INSURANCE** and **BONDS** 

HAYS BUILDING

15 SCHOOL ST.

Estate of Arminta

Dennis, decewsed

Estate of Arminta

ANNAPOLIS, MARYLAND

TEL-3551

Globe Ind:

Globe Ind.

Date November 19, 1956

\$4,666,00

To Louis M. Strauss, Esquire 136 South Street Annapolis, Maryland

Bond

3/28/57 503609 3/28/56 503609

Dennis, deceased

Bond 34.000.JCC

\$30.00 \$60,00

\$30,00

1959 APR 21 PH 2:59

Order Given by

Mortgagee .\_

Order Given to

Equity # 13 158

### AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, SS:

I hereby certify that, on this 26th day of May,

19 59, personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for Anne Arundel County,

Woveen June Ball

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant s (Here, state facts showing that the defendant is not in the military service of the United States of America.)

Wilbur T. Dennis and John F. Parker are both over 50 years of age and reside in Anne Arundel County, Maryland

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this

26th

day of

Mav

, 19 59 .

Notary 1

My Commission will expire on: May 1, 1961.

Filed,

1959 JUL -6 FE 1130

1	
WOVEEN JUNE BALL	No. 13,158 <b>BIVORGES</b> EQUITY
<i>i</i>	IN THE
<b></b>	CIRCUIT COURT
vs.	FOR
WILBUR T. DENNIS et al	ANNE ARUNDEL COUNTY
WILBUR T. DENNIS, et al	
DECREE PRO	CONFESSO
and a complete with the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the complete of the comple	
The Defendants, Wilbur T. Dennis and John	1 F. Parker
after Ozderosk Rublication duly published der served	(having been duly summoned) having failed to
appear to the Bill of Complaint and answer same, o	according to the command of the said Order of
Publication (or Writ of Summons.)	
It is thereupon thisday o	f July, 19.59
by the Circuit Court for Anne Arundel County in Ed	
Bill of Complaint be and the same is hereby taken Pr	•
and or postpressed to the second read in	o comesso against said detendant .
And it is further ordered that leave is hereby gr	anted to the Plaintiff .to take testimony before
any one of the standing Examiners of this Court in s	upport of the allegations of the said Bill.
	Matthey Evan
•	

1959 JUL -7 MI 9:50

WOVEEN JUNE BALL IN THE CIRCUIT COURT VS.

FOR

ANNE ARUNDEL COUNTY

WILBUR T. DENNIS, et al NO.13,158 EQUITY

\* \* \* \* \*

### TESTIMONY ON BEHALF OF PETITIONER August 11, 1959

### Present:

Mr. Morris Turk, Solicitor for Petitioner

Mr. Louis M. Strauss, Trustee & Executor

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Stenographer

#### Witness:

Fred E. Voges, pages 2 - 4.

1353 MMS 28 PM STEB

	Fred E. Voges, a witness of lawful age being first
duly sv	vorn, deposes and says:
(Mr. Tu	ırk)
1	State your name and address and occupation, please.
Α	Fred E. Voges, 3 Church Circle, Annapolis, Md.,
	realtor.
2	How long have you been in the real estate business,
	Mr. Voges?
Α	Since June 30th, 1933.
3	And you've been located here in Annapolis since that
	time?
A	Since that time, yes.
4	Have you had occasion to make appraisals and buy and
	sell property?
Α .	I have.
5	And have you had occasion to buy, sell and make
	appraisals of properties in the City of Annapolis?
A	I have.
6	Are you familiar with the property mentioned in this
	case, known as 44 Calvert Street?
A	I am.
7	Have you made an inspection of this property?
Α	I inspected it first about a week ago and I saw it
	again yesterday.
8	Now, would you state what is contained in that property?
A	The property described, the property is known as
	44 Calvert Street, Annapolis, Maryland, and is the
	same property described in / deeds dated July 25th,
	1921, and recorded in W.N.W. No.35, folio 489, and
	W.N.W. No.86, folio 462. The property has a frontage
	of 16 feet on Calvert Street and extends back to the
	present Gotts Court parking lot, the improvements
	cover the entire front of the lot and about one-third

### URER 125 PAGE 522

of the lot is back yard. The improvements consist of a two story and basement dwelling, with a basement at street level, giving the house the same use as a three story building, electricity, city water and city sewer are in the premises. The basement was formerly occupied as a store and the upper floors are now partially occupied as dwelling. The first dwelling floor contains a parlor, sitting room, kitchen; and the second dwelling floor contains three bedrooms and bath. The foundation which is also the basement wall is of cement block, the side walls of the building are wood shingle and the roof is standing seam tin. The house is in a very poor state of repair, the heating plant is broken and inoperative requiring the use of a space heater to heat the dwelling; the sewer and plumbing have become stopped up and sewerage has overflowed into the house necessitating shutting off the water; practically all of the windows are broken and nearly all of the window frames and door frames are smashed; the underpinning is deteriorating rapidly from dry rot and termites, the roof and chimney are in fair condition with the gutters and downspouts rusted beyond repair, the interior is in very poor condition.

9

Now, Mr. Voges, what, in your opinion, is the fair market value of the premises known as 44 Calvert Street in its present state?

A

In my opinion, the present market value of the premises known as 44 Calvert Street in Annapolis, in its present state is Twenty Eight Hundred and Seventy Five Dollars out (\$2875.00)/of which Sixteen Hundred Dollars (\$1600.00) was land value and Twelve Hundred and Seventy Five Dollars (\$1275.00) for the improvements.

3

10	Now, Mr. Voges, in your opinion, could this property
	be partitioned in kind without injury to any of the
	interest?
A	No, the improvements cover the entire lot and consist
	of one dwelling which could not be divided.
. 11	Well, what, in your opinion, should be done?
Α	In my opinion, it should be sold and the proceeds
	distributed to the heirs.
	(CERTIFIED COPY OF DEED DATED JULY 25, 1921, RECORDED
	IN LIBER W.N.W. No.86, folio 462, FILED HEREWITH
	MARKED EXAMINER'S EX.1)
	(CERTIFIED COPY OF DEED DATED JULY 25, 1921, RECORDED
	IN LIBER W.N.W. NO.35, FOLIO /189, FILED HEREWITH
	MARKED EXAMINER'S EX. 2)

(Cross-Examination Waived by Mr. Strauss)

# QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer	
Signature Fred E. Voo	M

TESTIMONY ON BEHALF OF PETITIONER

August 20, 1959

### Present:

Mr. Morris Turk, Solicitor for Petitioner
Mr. Louis M. Strauss, Trustee & Executor
Mr. John G. Rouse, Jr., Court Examiner
Mrs. Irene Hazel, Court Stenographer

### Witnesses:

Woveen June Ball, pages 5 - 7.
Louis M. Strauss, pages 8 - 9.

<u> </u>	LIBER ILO FADLOCO
	Woveen June Ball, a witness of lawful age being first
duly sworn,	deposes and says:
(Mr. Turk)	
1	State your name and address, please.
A	Woveen June Ball, 2035 Division St., Baltimore, Md.
2	Are you also known as June Dennis?
A	Yes.
3	And Dennis is your maiden name?
A	That's right.
4	And are you or were you related to a Miss Minnie also
	known as Armintia Dennis?
Α	Yes.
5	What is that relationship?
A	I was her adopted daughter.
6	And did you know a Thomas Dennis?
A	Yes.
7	Who was he?
Α	He was her husband and my father, by adoption.
8	Did Minnie Dennis own any property here in Annapolis?
<b>A</b> .	She did.
9	What was that property?
Α .	At 44 Calvert Street, a house.
10	And when she died did she leave that property?
A	Yes, she did.
11 .	And did Thomas Dennis die before or after Minnie Dennis
A	He died before her.
12	When did he die, if you know?
Α	December the 13th, 1939.
13	And Minnie Dennis died, when?
А	February the 7th, 1955.
14	When Mrs. Dennis died, did she die leaving a Will or
	without a Will?

She died leaving a Will.

	220 112020
15	I hand you a piece of paper, photostat copy, and ask
	you if that is the Will she left, if you know?
Α	Yes, that's the Will she left. (PHOTOSTAT COPY OF
16	WILL FILED HEREWITH MARKED EXAMINER'S EX.1) Now, you're one of the devisees in the Will?
А	Yes.
17	And you know what devisees mean?
Α	Yes.
18	Do you know who else was named in the Will?
Α	John Parker and Wilbur Dennis.
19	Are you familiar with the property known as 44 Calver
	Street?
· <b>A</b>	I am.
20 .	What relation, if any, is John Parker and Wilbur Denn
•	to you?
A	They are brothers by adoption.
21	John Parker was the son of Minnie Dennis by a prior
	marriage, is that correct?
A	That's right.
22 .	And Wilbur Dennis, was he an adopted son or a natural
	son?
A	He was an adopted son.
23	Now, are they all over 21 years of age?
A	Yes.
24	Are any of them in the military service?
A	They are not.
25	Are you familiar with the property known as 44 Calvert
	Street?
A	I am.
26	Can this property be partitioned in kind without
	injury to the interest of the parties of these people?
4	It cannot be.
27	Why do you say that?
<b>L</b>	I mean, well, it's a house and you can't divide it up

in	t.wo	parts,	three	narts
~ 4 4	C 17 C	pults,	CILLEG	parts.

28	What	should	be	done	then?

A The property should be sold and the money divided equally.

29 Mrs. Ball, did you pay taxes on this house?

A I did.

30 And how many years taxes did you pay?

A Three years.

31 Was that city and county taxes?

A It was city and county.

And do you know the amount of taxes that was paid?

A Two Hundred and Forty Seven Dollars (\$247.00).

And was that property about to be sold for tax sale when you paid this?

It was.

(Mr. Rouse)

So you paid the taxes to prevent the property from being sold at tax sale, is that right?

A Yes.

(Cross-Examination Waived by Mr. Strauss)

#### **OUESTION BY THE EXAMINER:**

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....

Signature Milmun June Bull

Louis M. Strauss, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Turk)

Would you state your name, address and occupation?

A Louis M. Strauss, 124 South Street, Annapolis, Md., attorney-at-law.

Now, Mr. Strauss, you're the trustee and executor on the Last Will and Testament of Armintia Dennis?

A I am.

3

Α

I hand you a photostatic copy and ask you if that's the Will of the Last Will and Testament of Armintia Dennis?

It is, that is the Will, it was offered for probate in the Orphan's Court for Anne Arundel County.

And it was probated?

Yes, it was, and I qualified as Executor and filed. a bond and gave notice to the creditors. I might state because of the terms of the Will and the provisions under it I have no assets with which to operate the property and one of the legatees named in the Will was and is still living in the property and the specific legatees couldn't agree under the discretion given me under the Will and the property has just gone into a state of disrepair, taxes became due and one of the legatees, Mrs. Ball, has advanced the money to keep the property from being sold at taxes. I paid out of my personal funds Ninety Dollars executors bonds, which was filed in this case with my Answer, an Eight Dollar bill to notice to creditors, and that's all the further I have proceeded with the administration of the estate, there were no personal assets of any value which I could administer on or sell, accordingly

e	LBER
	125
e	PAGE 529

I submitted to the jurisdiction of this Court in these	
proceedings, the main asset, namely, the real estate,	
could be disposed of and administration completed	ļ
under the jurisdiction of this Court.	Ċ
	5

Mr. Strauss, in addition to the bills for which you've paid, are there any further bills due to the Orphan's Court?

Well, I haven't received any from the Orphan's Court except the bill for court cost, (\$18.55), court costs to date.

- (BILL FOR \$60.00 FOR EXECUTORS BOND FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)
- (BILL FOR \$30.00 FOR EXECUTORS BOND FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)
- (BILL FOR NOTICE TO CREDITORS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)
- (BILL FOR COURT COSTS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.5)

Now, Mr. Strauss, to your knowledge, no inheritance tax has been paid on the property of Minnie Dennis?

No sir, the only bills I've paid are the ones I testified to, they were outlays on my part, and the bills Mrs. Ball paid was an outlay on her part.

#### QUESTION BY THE EXAMINER:

5

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer Signature Day 19 Xmun

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in once days.

Witness my hand and seal this 28 day of August, 1959.

John G. Rouse, Jr., Examiner (SEAL)

J.R. \$10.00

I.H. \$10.00 P.H.

Annapolis, Md., Jr. 3 25, 19 59

Estate of \_\_\_\_Armintia Dennis

Louis M. Strauss

7)-

To Register of Wills for Anne Arundel County

Court costs to date

18 55

37-

WOVEEN JUNE BALL, \* IN

PLAINTIFF \* THE CIRCUIT COURT

VS. \* FOR

WILBUR T. DENNIS, et al \* ANNE ARUNDEL COUNTY

DEFENDANT \* NO.13,158 EQUITY

\* \* \* \*

# ADDITIONAL TESTIMONY ON BEHALF OF PETITIONER November 5, 1959

### Present:

Mr. Morris Turk, Solicitor for Plaintiff Mr. Louis M. Strauss, Trustee & Executor Mr. John G. Rouse, Jr., Court Examiner Mrs. Irene Hazel, Court Stenographer

Witness:

Louis M. Strauss, pages 2 - 1.

1959 HOV 12 PT 2150

	Louis M. Strauss, a witness of lawful age being first
duly sworn,	deposes and says:
(Mr. Turk)	
1	Mr. Strauss, you are familiar with the property which
	is the subject matter of these proceedings, isn't that
	correct?
A	Yes.
2	And this is the property that is also the subject
	matter of the Will of Armintia Dennis?
A	Yes, it is the subject property of the Will which
	she executed
3	The property in these proceedings was granted to
	Minnie Dennis and Thomas Dennis, her husband, as
	tenants in common?
A	Yes, I believe the deed shows that.
4	And at the time of the preparation of the Will, Minnie
	Dennis also known as Armintia Dennis her husband,
	Thomas Dennis, was deceased, is that correct?
A	That's correct.
5	And her husband, Thomas Dennis, when he died left
	surviving him his widow, Minnie Dennis?
A	That's correct.
6	And a legally adopted daughter, June Dennis, now known
·	as June Ball, and Wilbur T. Dennis, who was his son,
	isn't that correct?
Α	Well, those facts have been represented to me, I believe
	the record bears that out.
7	And at the time Minnie Dennis died she left surviving
	her June Dennis, now known as June Ball, legally

A That's correct.

marriage?

8 And also there was at that time living, Wilbur T.

adopted daughter, John H. Parker, her son, by a prior

Dennis, her step-son?

Yes, she mentioned all those parties in the Will,
I believe.

Now, Mr. Strauss, I direct your attention to the second clause of the Will of Armintia Dennis, which is filed in these proceedings and which you prepared, the paragraph that starts with the words, "It is my intention,"etc, and wherein Mrs. Dennis provided for John F. Parker, June Dennis and Wilbur Dennis, in relation to her home located at 4/4 Calvert Street.

Now, were the words used in that clause her exact words or was it your/interpretation of what she had intended?

I worded it with the legal phraseology, they were not her exact words, but it was my belief that I was carrying out her intentions in accordance with instructions she gave me to draw the Will.

Mr. Strauss, in furtherance of the interpretation of this clause, and in furtherance of your duties as Executor and Trustee under this Will, what took place after her death?

Well, in as much as Mrs. Armintia Dennis appointed me as Executor and Trustee, indicated to me that she wanted this home, which is the bulk of the Will, maintained for the use of the children, I qualified as Executor or Trustee and let the property lie awhile to see whether the children would make use of it and maintain it in accordance with the wishes of the testratrix, Armintia Dennis. However, June Dennis left the property and did not make use of it, Wilbur Dennis acquired or maintained a home in Severna Park, John F. Parker who spent the greater time or part

А

10

Α

time at the Elks Club, I believe maintained a room there but did not maintain the property. The estate had no assets with which to pay taxes, the property was advertised for taxes, the windows became broken and stuffed with rags, the foundation and porch rotted away and started falling, and I conferred with both June Dennis and Wilbur Dennis about maintaining this. property, and they could not seem to agree. Wilbur Dennis had his own home and June Dennis moved away and the property was put up for sale for taxes, and I believe, some order of condemnation as to its maintenance was tacked on the building by either the City Engineer or the City Health Department. much as they couldn't agree, I later learned, June Dennis, in order to save the property, paid the taxes and indicated the children could not agree to keep up the home and maintain it as provided in the Will, and I assume that these proceedings are the result thereof between the parties involved. In view of the proceedings and the inability of the heirs and legatees to maintain a home and agree as to the maintenance thereof, I am confident it was the intention of the testratrix that the property be sold as set forth in the Will, and the proceeds equally divided amongst the living legatees, who are June Dennis, Wilbur T. Dennis and John F. Parker.

### QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this  $12^{rc}$  day of November, 1959.

John G. Rouse, Jr., Examiner (SEAL)

WOVEEN JUNE BALL

IN THE CIRCUIT COURT FOR

vs.

:

ANNE ARUNDEL COUNTY

WILBUR T. DENNIS, etal

No. 13,158 Equity

#### DECREE FOR THE SALE OF REAL ESTATE

This cause standing ready for hearing and being submitted, were read and considered by the Court:

IT IS THEREUPON, this 24 day of September, 1959, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the real estate mentioned in these proceedings be sold for the purpose of partition among the parties; that Morris Turk and Louis M. Strauss be and they are hereby appointed Trustees to make said sale and that the cause and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by temselves and a surety or sureties to be approved by this Court in the penalty of three thousand Dollars, conditioned upon the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; or at private sale, at a sum not less than its highest appraised value, and as soon as may be convenient, after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof, andof the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said Trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the property hereto, complainant and respondents, and those claiming by, from or under them or any of them. And the said Trustees shall bring into this Court the money

1959 MOV 24 FIL 3013

arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Judge Judge

#13,158 Equity

A STOCK COMPANY

BOND

of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars (\$3,000.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, andeach of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 16th day of March , 1960.

entitled Woveen June Ball vs. Wilbur T. Dennis, et al dated

November 24, 1959, Morris Turk and Louis M. Strauss were appointed Trustees

to make sale of the property described in said proceedings, and the said

Morris Turk and Louis M. Strauss are about to execute said power and

make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE CHLIGATION IS SUCH, that if the above bounder do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle

mad July (SEAL)

Morris Turk

Louis M. Strauss, PR Globe Indemnity Company

PRINCIPALS

John H. Hopkins, IV. Attouch

SURETY

Bond approved George T. Conwell Context

(Jark

FILED

1960 MAR 17 AM 10:51

WOVEEN JUNE BALL

LIBER 125 PAGE 533 IN THE CIRCUIT COURT FOR

vs.

ANNE ARUNDEL COUNTY

WILBUR DENNIS, et al

No. 13,158 Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 5 day of April, 1960, sold the within described property as shown on the attached advertisement to Charles & adell Walker at and for the sum of Four Thousand Fifty Dollars (\$4,050.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

### PURCHASER'S CERTIFICATE

We be lereby certify that we have this 5 day of April, 1960, purchased the within described property from Morris Turk and Louis M. Strauss, Trustees,/and for the sum of Four Thousand Fifty Dollars (\$4,050.00), and we hereby agree to comply with the terms of said sale as set forth on the attached advertisement hereof.

Witness:

Charles M Walker (SEAL)

FILED

1960 APR -5 PM 1:32

### LIBER 125 PAGE 54U

WOVEEN JUNE BALL

IN THE CIRCUIT COURT FOR

vs.

•

ANNE ARUNDEL COUNTY

WIDBUR DENNIS, et al

No. 13,158 Equity

#### REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Morris Turk and Louis M. Strauss, Trustees, under a decree passed in these proceedings, dated the 24th day of November, 1959, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving Bond with security for thefaithful performance of their trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, for at least three weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 5th day of April, 1960, at 11:00 o'clock A.M. then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale to the highest bidder, said property being described as follows:

All that lot of land situate in the City of Annapolis, known as 44 Calvert street, Sixth Election District, Anne Arundel County, Maryland, more particularly described:

Beginning for the same at a point distant in a southwesterly direction 201 feet  $3\frac{1}{2}$  inches from the southeast corner of Calvert and Northwest Streets and running from thence South 67° 30' East 35 feet  $6\frac{1}{2}$  inches, thence South 65° East 46 feet  $9\frac{1}{2}$  inches to the back line of said lot, thence southwesterly 20 feet to the division line, thence northwesterly 102 feet 6 inches to the southeast side of Calvert Street, thence with said street, North 24° North 45' East 16 feet to the beginning. Containing 1841 square feet of land, more or less.

BEING the same property acquired by Minnie Dennis and Thomas Dennis, her husband, from George Adams and recorded among the Land Records of Anne Arundel County in Libers W.N.W. 35, folio 489 and W.M.W. 86, folio 462.

And your Trustees sold the above described property to Charles Walker and Adell Walker, his wife, for the sum of Four Thousand Fifty Dollars (\$4,050.00), they being the highest bidder therefor.

Respectfully submitted,

Morris Turk

MOLLIS 10

Louism M. Strauss

Trustees

FILED

1960 APR -5 PM 1:32

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 5th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Morris Turk and Louis M. Struass, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Macm K ('c)

Notary Public

Woveen June Ball	ORDER	NISI	LIBER 125 PAGE 542
		IN TI	Æ
versus Wilbur Dennis, et al	}	CIRCUIT	<del>-</del>
<del></del>		ANNE ARUNDI	EL COUNTY
		No. 13,158	Equity
Ordered, this5th Property in these p	day of _Apri roceeding men	tioned, 19	60, That the sale of the
made and reported by Morris Tur	k and Louis M	. Strauss, Trustee:	S
day of	<pre> next; Provide n each of three succ next.</pre>	d, a copy of this Order be in	iserted in some newspaper
The report states that the amount of	sale was p	·—	
True Copy,	Jean	g T Crom	well Clerk.
FILED 1960 APR 5 PM 1:32 (Final Order) Woveen June Ball	TEST:		Clerk.
		IN THE	2
versus	<del></del>	CIRCUIT	COURT
Wilbur Dennis, et al		FOR	
		ANNE ARUNDE	L COUNTY
ORDERED BY THE COURT, This _ that the sale made and reported by the Confirmed no cause to the contrary having quired by the Order Nisi, passed in said of proper expenses as he shall produce vouched	Trustees afore g been shown, although cause; and the Tru	ugh due notice appears to	have been given as ro
FILED		JUDGE.	Unitett

1960 MAY 11 PM 3: 06

### Legal Notice

MORKIS TURK, SOLICITOR
LOUIS M. STRAUSS. SOLICITOR
Maryland Hotel Building,
Annapolls, Md.

### Trustee's Sale OF VALUABLE COMMERCIAL **PROPERTY**

44 CALVERT STREET CITY OF ANNAPOLIS ANNE ARUNDEL COUNTY MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel, County in Equity, nassed in the proceedings, being Equity No. 13,-158, Woveen June Ball vs. Wilburbennis, et al. the undersigned trustees will sell at public auctionat the Court Ilouse Door, Church Circle, Annapalis, Maryland, on Tuesday April 5, 1960

### Tuesday, April 5, 1960 at 11:00 o'clock A. M.

All that lot of land situate lying and being in the City of Annapolls, known as 4 Calvert Street. Sixth Election District. Anne Arundel County. Maryland, and described as follows:

as follows:

Beginning for the same at a point distant in a southwesterly direction 201 feet 3½ inches from the southeast corner of Calvert and Northwest Streets and running from thence south 67 degrees 30′ east 35 feet 6½ inches, thence south 65 degrees east 46 feet 9½ inches to the back line of said toi thence southwesterly 20 feet to the division line, thence north westerly 102 feet 6 inches to the southeast side of Calvert Street thence with said street north 24 degrees north 45′ east 16 feet to the beginning. Containing 1341 square feet of land, mere or less.

BEING the same property acceptable side of the same property acceptable side feet and the same property acceptable side feet and the same property acceptable side feet and property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same property are same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and same feet and s

BEING the same property acquired by Minnie Dennis and Thomas Dennis, her husband, from George Adams and recorded among the Land Records of Anne. Arundel County in Libers WNW 35, folio 469 and WNW 86, folio 462.

This property is improved by a dwelling in fair condition located near the county jall.

TERMS OF SALE: A deposit of: 10 per cent will be required on the day of sale, deferred payment to bear interest at the rate of 6 per lean per aunum from date of sale to date of settlement. Taxes and other public charges, if any, to be adjusted to date of sale.

MORRIS TURK
LOUIS U. STRAUSS

**OFFICE** 

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# CERTIFICATE OF PUBLICATION

Annapolis. Md., \_ Capail \_\_\_\_\_\_, 19\_6.0 We hereby certify, that the annexed \_\_\_\_\_ irusties Sale

was published in

# Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 1 th
day of Opril
insertion being made the Jatha day of
- Mascle 1960.
THE CARITAL CLERE

CAPITAL-GAZETTE PRESS, INC. 1960 APR -By AFLIY 27

RODERSKY KARALINE COM AKKIM KERIM KERIM KARIM KERIM

A STOCK COMPANY

ADDITIONAL BOND

No. 13,158 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, Morris Turk and Louis M. Strauss, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand and Fifty Dollars (\$1,050.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 12th day of April, 1960.

AND WHEREAS, the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

ORRIS TURK PRINCIPAL

\_(Seal)

ANGELIAL TORK, TRINGITAL

(Seal)

LOUIS M. STRAUSS, PRINCIPA

GLOBE INDEMNITY COMPANY, a body corporate

Minona E. Stevens

additional Bond approved

Lunge T. Crommeter ILE Durety

GEORGE T. CKOMWELL, Clerk.

1960 APR 14 PM 12: 04

, --,

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### Legal Notice

# Doder Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13.138 Equity

WOVEEN JUNE BALL

VERSUS

WILBUR DENNIS, et al

Ordered, this 5th day of April.

1950. That the sale of the Property in these proceedings mentioned; made and reported by Morris Turk and Louis M. Strauss. Trustees?

BE RATIFIED AND CONFIRM-ED, unless cause to the contrary thereof be shown on or before the 9th day of May next: Provided, a copy of this Order be Inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of May next.

The report states that the annum of sale was \$4.050.00.

GEORGE T. CROMWELL, Clerk TRUE COPY, TEST:
GEORGE T. CROMWELL, Clerk

# CERTIFICATE OF PUBLICATION

Annapolis. Md., May 6
We hereby certify, that the annexed
Order Miss. Sale
Eq. 13, 15-8
· 
Willia Dennis
vas published in

# Evening Capital

-
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 9th
insertion being made the 7th day of
insertion being made the 7th
aprel
THE CAPITAL-GAZETTE PRESS, INC.
MAY-6 PM 3007 H. Vilghman

No. M. G. \_\_\_\_\_

1960

In the Case of	1	
	In the	ne
Woveen June Ball		
(nee June Dennis)		Court
VS.	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
Wilbur T. Dennis,	For	r
John F. Parker,		
et al	I AUDP ATUNA	el County
To the Honorable, the Judges of said Court:	/ No. 13,158	Equity
The Auditor reports to the Court that the has examin	ed the proceedings in the above entitle	d cause, and from
themShe has stated the within account.		
		_
-		
· · · · · · · · · · · · · · · · · · ·		
		·
		•••••
		-
······································		
All of which is respectfully submitted.	9	
	Cours XX	0.
August 22, 1960	These /	Auditor.
. 3 1/00	<i>l</i> .·	

1960 AUG 25, AH 81,55

	Woveen June Ball (nee June Dennis) vs.  John F. Parker, et al	Wilbur T	. Dennis,	in	ac.
	To Trustees for Commissions, viz:	152	29	152	29
	To Trustees for Court costs, viz:  Plaintiff's Solicitor's appearance fee Clerk of Court - Court costs  Jos. W. Alton, Jr Sheriff's costs  John G. Rouse, Jr Examiner's fee  Irene Hazel - Stenographer's fee  Auditor - stating this account	14	00 75 35 00 00 00	158	10-
	To Trustees for Expenses, viz: Capital-Gazette Press - advertising sale Capital-Gazette Press - order nisi (sale Capital-Gazette Press - order nisi (acct Globe Indemnity Co bond premiums George W. Scible - auctioneer's fee Fred E. Voges - appraisal and testimony Clerk of Court - certified copies deeds One-half Federal documentary stamps One-half State documentary stamps Naomi K. Cox - notary fee Louis M. Strauss - fee for legal ser- vices to Estate (Order 7/22/60)	15 12 16 35 50 0	24 00 00 20 00 50 48 95 75	354	12
	To Trustees for Taxes, viz: 1959 State and County taxes 1960 State and County taxes - adj.4/5/60 1956 Annapolis City taxes 1957 Annapolis City taxes 1958 Annapolis City taxes 1959 Annapolis City taxes 1959 Annapolis City taxes		11	362	60
	To Louis M. Strauss, Executor of Armintia (or Minnie) Dennis - costs and expenses incurred in Orphans Court:  Register of Wills - Court costs Capital-Gazette Press - notice to credit Globe Indemnity Co 1955, 1956 and 1957 bond premiums		55 00 00	116	55
	To Trustees for Benefit Charges, viz:  Metered water to 4/5/60	27	53	27	53
	To Woveen June Ball - claim filed for taxes paid by her: 1956 State and County taxes and intere 1957 State and County taxes and intere 1958 State and County taxes and intere Tax sales cost and interest to purchas	st 81 st 88	58   ·	247	63
,		•		- 4	

	<del>11</del>	<del></del>	·	<del></del> _
BALANCE FOR DISTRIBUTION - \$2,667.63	LIRER Í	25	PAGE <b>54</b> 8	
Distributed to the heirs at law of Thomas Dennis, who died, intestate, 12/13/59, and to the devisees of Armintia (Minnie) Dennis, who died 2/7/55, as follows:	, P			
(1) To Woveen June Ball, adopted daughter of Thomas Dennis and Minnie Dennis, and devisee of the latter - seven-eighteenths \$1,037.41  LESS				
Direct inheritance tax 10.37	1,027	04		
(2) To Wilbur Dennis, adopted son of Thomas Dennis and Minnie Dennis, and devisee of the latter - seven- eighteenths \$1,037.41 LESS  Direct inheritance tax 10.37	1,027	04		
(3) To John Parker, son of Minnie Dennis by a prior marriage, and devisee named in her Will - four-eighteenths \$592.81 LESS				
Direct inheritance tax5.93	586	88		
Register of Wills - total direct inheri-				
tance tax	26	67	2,667	63
			4,086	45
•	•	. '		•

with

Morris Turk and Louis M. Strauss, Trustees

Cr.

,	ı .	, and Louis M. Dollauss,	" .	
1960 Apr.	5	Proceeds of Sale Interest on deferred payment of \$3,645.00 to 6/6/60	4,050 00 36 45	4,086 45
	-		-	
				4,086 45
		· 		

ORDER NISI	UBER 125 PAGE 50U In the
Woveen June Ball	
(Nee June Dennis)	
VERSUS	For
Wilbur T. Dennis,	ANNE ARUNDEL COUNTY
John F. Parker,	
ORDERED, This 25th	day of August 19.60., That the
Report and Account of the Auditor, filed th	his day in the above entitled cause,
BE RATIFIED AND CONFIRMED, unles	s cause to the contrary be shown on or before the 28th
uay orSeptember	next: Provided a copy of this Order he impact !
rasioned in Annie Arandel County, once i	n each of three
day	olSeptember
In the Circuit Court for Anne A	George T. Camwill, Chile
ORDERED BY THE COURT 45:	
"VICEUING INCOURT AND ACCOUNT OF THE A	the Lead of the country that the case
of interest as the same has been or may be	received.
	0.5 2.50
······································	
5	

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

# Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY
No. 13,158 Equity
WOVEEN JUNE BALL
(Nce June Dennis)
Versus
WILBUR T. DENNIS, et al
Ordered this 25th day of August, 1960, That the Report and
Account of the Auditor, filed this day in the above entitled cause
BE RATIFIED AND CONFIRM-ED, unless cause to the contrary thereof be shown on or before the
28th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of September next.
GEORGE T. CROMWELL, Clerk

GEORGE T. CROMWELL, Clerk True Copy, Test: GEORGE T. CROMWELL, Clerk

Annapolis. Md., September 36, 1960
We hereby certify, that the annexed
Urder Mice Eg. 13, 15 5.
auditar account
Novem June B. 16
Movem June Bell ( William - 1 Dennis)
vas published in

# Evening Capital

VELL, Clerk	a newspaper published in the City of Annapolis, Anne Arundel
ELL, Clerk, 6-10	County, Maryland, once a week for 3
	successive weeks before the 11 His
	day of
F-100 9 A	insertion being made the27th day of
1130 STP 27	insertion being made the 27th day of 1966. The first day of 1966.  THE CAPITAL-GAZETTE PRESS. INC.
	THE CAPITAL-GAZETTE PRESS. INC.

No. M. G. 114454

	h lagroom
ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION 104 St. Paul Street Baltimore 2, Maryland	Docket Folio Folio Case No. 13,804 Equity
Vs.	Filed
STANLEY S. MORTLOCK and CAROLINE K. MORTLOCK, his wife Parks Creek Road, Box 184 Pasadena, Maryland	CIRCUIT COURT  FOR  ANNE ARUNDEL  BAXMINORS COUNTY, IN EQUITY.

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent 8

That on the 24th day of February A.D. 1959 the defendants executed and delivered to Arlington Federal Savings and Loan Association

Anne Arundel
a morrgage upon certain fee simple property in BANKERER County, therein described, to secure the payment of the mortgage debt of \$30,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Wm. R. Price, Jr. Attochey for Plaintiff
104 St. Paul Street

F Battimore 2, Maryland

1960 MAY 24 AM 9:58





No. 13, 804 Equity 800x 1275 PAGE 557

# This Mortgage, made this

day of February

. A. D.,

19 59 , by and between STANLEY S. MORTLOCK and CAROLINE K. MORTLOCK, his wife,

of Anne Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of THIRTY THOUSAND ----------

execution of this mortgage having been a condition precedent to the granting of said advance, in the due of the purchase property constraints are described to

WHEREAS, the said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon, from the date hereof at the rate of five and three-fourths per cent (5-3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Two Hundred Ten and 65/100 - - - - - Dollars (\$ 210.65 ), commencing on the first day of April , 19 59 , and on the same day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March , 19 79 .

This loan may be prepaid, in whole or in part, and when the aggregate amount of such prepayments in any one year equals or exceeds 20% of the original amount of the loan, six months advance interest, at the rate specified in this mortgage, on the amount prepaid shall be paid to the Mortgagee as a consideration for the acceptance of such prepayment.

The Mortgagor covenants and agrees to pay a "late charge" not to exceed 4% of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expenses involved in handling delinquent payments.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, the following described property, situate, lying and being in the 3rd District of A.A.County in the State of Maryland aforesaid, and described as follows, that is to say:

BEING known and designated as Lot No. 209, as shown on the Plat of North Shore, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No.1, Roc A-9, Plat No. 14, now Plat Book II, Page 23.

BEING the same lot or parcel of ground which by Deed dated June 20, 1958 and recorded among the Land Records of anne Arundel County in Liber G.T.C. No. 1214 folio 291, was granted and conveyed by Morrison Gregory McQuade and wife to the said Mortgagors, in fee simple.

FILED

# 800x 1275 PAGE 558

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. All heating, plumbing and electrical equipment now installed in said premises, or any improvements, alterations or additions thereto, or any replacements thereof, are part of the real estate herein described and are specifically subject to the lien of this mortgage.

TO HAVE AND TO HOLD the said described ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee, its successors and assigns, in fee simple, knowledge the residue of the term of years years and the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the province of the

PROVIDED, however, if the said Mortgagor, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

AND the said Mortgagor covenants with the said Mortgagee, as follows:

- (1) To repay the indebtedness, together with interest, as herein provided;
- (2) Insurance. To keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, and to cause the policy or policies to be so framed or endorsed as in case of fire or other loss to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy and renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; and in the event of any loss by fire, or other hazard, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee, at its option, shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage;
- (3) Expense Account. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable, when payable and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosing of the same. In event Mortgagee requires life insurance upon the Mortgagor, or any of them, then the premiums may be advanced by Mortgagee, at its option, and added to the unpaid principal balance of said loan and bear the rate of interest herein agreed to;
- (4) Order of Payment. All payments required herein shall, at the option of the Mortgagee, be applied in the following order: (a) to the payment of ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums; (b) to the payment of interest, and (c) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of this Mortgage;
- (5) Repairs. To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and to permit the Mortgagee, its successors or assigns, to make inspections of said mortgaged premises at such times as the Mortgagee may deem necessary in order to determine the condition of repair of said premises, and upon the failure of the Mortgagor, to so permit said inspection or to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a default of this mortgage;
- (6) Receiver. Upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a Receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a Receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional secrety;

# MGUA 1275 PAGE 559

- (7) Alienation and Subs ent Encumbrances. That should the t. to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and organize as herein provided. cipal sum shall immediately become due and owing as herein provided;
- (8) Future Advances. This mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland, passed in the year 1955, or any amendments, re-enactments or supplements thereto;
- (9) Default. That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions.

AND it is Agreed and Understood that until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

AND the said Mortgagor, in accordance with the provisions of Article 66 of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such ing the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor or to whomever may be entitled to the same. Half of such commissions and half of said fee and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property, but before gagor in the event that the mortgage debt shall be paid after any advertisement of said property, but before

THE said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

THE covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the said Mortgagor.

TEST:	Hand Tul- Hale
Dors M. Fowler	Stanley S. Mortlock  Caroline T. Mortlock  Caroline K. Mortlock
Dono M. Fowler	(SEAL)
	(SEAL)

800x 1275 PAGE 560

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

24th day of February before me, a Notary Public of said State, personally appeared STANLEY S. MORTLOCK and CAROLINE K.

MORTLOCK, his wife,

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, in my presence, signed and sealed the same and acknowledged that the same for the purposes therein contained.

At the same time also appeared William R. Price, Jr., Vice-

President of the said Mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; and also made oath that he is a self of the Mortgagee.

n Tegypingi WHEREOF, I have hereunto set my hand and affixed my official seal.

DORIS M. FOWLER

Notary Public My Commission Expires: May 4, 1959.

ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION 104 St. Paul Street Baltimore 2, Maryland

IN THE

Flaintiff

CIRCUIT COURT FOR

STANLEY S. MORTLOCK and CAROLINE K. MORTLOCK, his wife Parks Creek Road, Box 184 Pasadena, Maryland

VS.

DUCKET ID. ...., FOLIO ....

CASI NO. 13, 804 Equity

Lefendant

### NON-MILITARY SERVICE AFFIDAVIT

CITY

STATE OF MARYLAND, BALTILORE KANNEW, To Wit:

- (1) Said Defendant is not in the Lilitary Service of the United States of America;
- (2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;
- (3) Said Defendant has not been ordered to report for induction under the selective Training and Service Act;
- (4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military Service.

Dorothy O'C. Giarth

, ,

Harry E. Karr. Jr.

affiant

FILED 1960 MAY 24 AM 9:58

ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION  104 St. Paul Street Baltimere-2,-Maryland	IN THE  ANNE ARUNDEL
VS.	Circuit Court for Bultimake County
STANLEY S. MORTLUCK and CAROLINE K. MURTLUCK, his wife Parks Creek Road, Box 184	IN EQUITY.
Pasadena, Maryland	No. 13, 804 Carrity
STATEMENT OF M	IORTGAGE DEBT
Statement of the Mortgage Claim of Arlington I	Pederal Savings and Loan Association
under the mortgage from Stanley S. Mortlock	and Caroline K. Mortlock, his wife
to Arlington Federal Savings and Loan	
dated the 24 day of February	
Records of Baltimore County in Liber 4.T.C. No	
Amount Due on Principal	
Interest to May 18, 196	223.70
	\$ 29,403,07
Less Expense Account Ba	lance 121.60
Balance due to May 18,	
Arlingtor	Federal Savings & Loan Association
Ву: Н.	Milest Pity Me (5) 100 (6)
n.	Albert Fetz, Jr., Treasurer
	NO LITTLE
CIT	
STATE OF MARYLAND, SOLUT	
I HEREBY CERTIFY, that on thisi_7da	v of Mav in the
year nineteen hundred and sixty before	
	of the State of Maryland, in and for said CONNY
of Baltimore, personally appeared H. Albert P	
Federal Savings and Loan Association	
the plaintiff in the above entitled cause, and made or	ath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the	e mortgage filed in the said cause now remaining
due and unpaid.	O'C. GIAR
Files Dy o'c	Ty U. Mustu Giarth Notary Publice NOTARY

1960 MAY 24 AM 9:58

\$40,000.00
property -
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value
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in a
Approximat

Anne Arundel Decree in Circuit Court for Baltimure County.  ARLINGTON FEDERAL SAVINGS AND	CASE NO. 13,804 Equity  FILED
LOAN ASSOCIATION  Vs.	CIRCUIT COURT
STANLEY S. MORTLOCK and	FOR ANNE ARUNDEL EXITIONE COUNTY
CAROLINE K, MORTLOCK, his wife	TERM 19 60

### DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

----day of----

nineteen hundred and sixty by the Circuit Court of Extingent County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage: that Wm. R. Price, Jr. be and he\_\_\_\_is\_\_\_hereby appointed Trustee to make said sale, and that the course and manner of h isproceedings shall be as follows: lie shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himnself porate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of \$40,000.00 Dollars, conditioned for the faithful performance of the trust reposed by this decree, or to be reposed in h imby any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement , inserted in such weekly newspaper or newspapers published in Baltimore County as shall think proper, of the time, place, manner and terms of sale, which shall be one-third eash. the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to hear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee : and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of \_\_his\_\_\_\_\_proceedings relative to such sale: with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to he executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers. his, her or their heirs and assignshe property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto. Petitioner and Mortgagor, and those claiming by. from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereimbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause,

1960 MAY 25 PM 3: 22 -

JUDGE

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIM

KNOW ALL MEN BY THESE PRESENTS:

THE MEN DI THESE INCOMING.	
That we, William R. Price, Jr., 104 St. Paul Street, Baltimore	e 2, Md,
and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated to	under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, i	n the full and
just sum of FORTY THOUSAND AND 00/100 (4340,000.00)	Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be n	nade, we bind
ourselves, and each of us, our and each of our heirs, executors and administrators, jointly	and severally,
firmly by these presents.	
Sealed with our seals and dated this. 20th day of June	
in the year of our Lord one thousand nine hundred and sixty	
WHEREAS, the above bounden William R. Price, Jr.	
by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel	County
has been appointed Trustee to sell certain property	•
	*****************
mentioned in the proceedings in the case of AFILINGTON FORGRAL Savings and I	109U 17220
	101U 11280
mentioned in the proceedings in the case of AFILINGTON FORERAL Savings and I	JOHN MSSO
os: Stanley S. Mortlock and Ca	
3tanley S. Mortlock and Ca	
now pending in said Court:	roline K.
now pending in said Court:  NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such as the condition is such	roline K.
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MD3116a-250, 12-58 151202 Trustee's Bond FILED
1960 JUN 22 MT10: 22

Bond approved this 22 day of June, 1960.

Serge T. Cromuself, Clerk

-IN THE-

ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

STANLEY S. MORTLOCK, and CAROLINE K. MORTLOCK, his wife CIRCUIT COURT

LTIMORE

### BALTIMOREXCOUNTY

ANNE ARUNDEL COUNTY
ANNE ARUNDEL

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR RAETEMBRE COUNTY:
The Report of Sale of William R. Price, Jr.
Trustee appointed by the decree in the above entitled cause to make sale of fee simple property, situate in the third Election District of Anne Arundel County, being known and designated as Lot #209, as shown on the Plat of North Shore, which Plat is recorded among the Land Records of Anne Arundel County Plat Cabinet No. 1, Rod A-9, Plat No. 14, now Plat Book No. 11, Page 23.
in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security
for the faithful discharge of his trust as prescribed by said decree, which was duly
approved, and having given notice of the time, place, manner and terms of sale by advertisements
inserted in Maryland Gazette
Anne Arundelnewspaper, published in BAXMAXX County, for
more than three successive weeks preceding the day of sale, said Trusteedid pursuant
to said notice on Wednesday the 29th day of June 19.60,
at_2:00_o'clock, P.M., attend on the premises and then and there sold
said fee simple property, more fully and particularly
described in the attached copy of the advertisement
annexed hereto. Said property was sold at and for the
sum of Twenty Three Thousand Six Hundred (\$23,600.00)
Dollars to Baltimore National Bank, Trustee, under Deed
from Caroline Kuper Mortlock, Charles and Lexington
Streets, Baltimore 1, Maryland, which bid was the most
money obtainable therefor.
Mont Drives
Wm. R. Price, Jr. Trustee.
CITY
State of Maryland, & with of Baltimore, Sct.
I Hereby Certify, that on this 30th day June 19 60
City before me, the subscriber, a Notary Public of the State of Maryland, in and for the CXXXII of
Baltimore aforesaid, personally appeared Wm. R. Price, Jr. Trustee and made oath that
the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby O'C. G
reported was fairly made.

1960 JUL -1 AMII. 29 O'C. Giarth, Notary

10

WILLIAM R. PRICE, JR.
Solicitor
104 St. Paul Street
Baltimore 2, Md.

Trustee's Salle

### Valuable Fee-Simple Waterfront Properties

LOCATED PARKS CREEK ROAD, PASADENA, THIRD ELECTION DISTRICT, ANNE ARUNDEL CO., MD. (Located on the Magothy River, opposite Gibson Island, having a water frontage of approximately 100 Rect) . Fect)

By virtue of a Decree passed in the Circuit Court for Anne Arundel County. In Equity, in a case entitled Arlington Federal Savings and Loan Association vs. Stanley S. Mortlock and Caroline K. Mortlock, his wife, the undersigned Trustee, will sell at public auction, on the premises, on

### Wednesday, June 29, 1960, at 2 O'clock P.M.

(E. D. S. T.)

All that lot or pureel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Mary-land and described as follows:

Being known and designated as Lot No. 209, as shown on a plat of North Shore which plat is recorded in Plat Records of Anne Arundel County in Plat Cabinet 1 Rod A-9 Plat No. 14, now Plat Rook 11 Page 23.

Subject to any restrictive covenants and agreements of record, effecting same, if any.

The main residence improved by a ONF-STORY STUCCO OVER CONCRETE DWELLING, containing 4½ Rooms and 2 Boths. Oil heat, hot air.

Guest house, improved by a ONE - STORY STUCCO OVER CONCRETE DWELLING, containing 4 Rooms and bath. Oll heat, hot air. 2-CAR GARAGE.

Lot Size 109 feet by 420 feet. (Irregular).

(Irregular).

TERMS OF SALE: Cash. A deposit of \$2,000 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County. Taxes, Anne Arundel County Sanitary Charges and other municipal lleos and charges, if any, to be adjusted to the date of sale.

WILLIAM R. PRICE, JR.

Trustee

Trustee

E. T. NEWELL & CO., INC.

Auctioneers

120-26 W. North Avenue Baltimore 1, Md,

PLaza 2-3580

Ju-23

# ORDER NISI

LIBER 125 PAGE 562

Arlington Federal Savings and Loan IN THE <u>Association</u> CIRCUIT COURT versus Stanley S. Mortlock, and Caroline K. Mortlock, his wife ANNE ARUNDEL COUNTY No. 13, 804 Equity. <u>lst</u> \_\_\_\_,  $_{19}$  60 , That the sale of the \_ day of \_\_<u>July</u> Property in the Proceedings Mentioned made and reported by William R. Price Jr. Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of \_\_August \_\_\_\_\_ next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the \_\_\_\_\_\_\_ day of ....August \_\_\_\_\_ next. The report states that the amount of sale was \$ 23,600.00 True Copy. FILED 1960 JUL-1 AM 11:29 TEST: (Final Order) Arlington Federal Savinge and Loan Association\_ CIRCUIT Stanley S. Mortlock, and Caroline K. Mortlock, his wife ANNE ARUNDEL COUNTY ORDERED BY THE COURT, This \_\_\_\_\_\_ ..... day of . that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor. FILED 1960 AUS -9 PH 3.47

WILLIAM R. PRICE, JR. Solicitor
104 St. Paul Street
Baltimore 2, Md.

### Trustee's Sale

### Valuable Fee-Simple Waterfront Properties

LOCATED PARKS CREEK ROAD, PASADENA, THIRD ELECTION DISTRICT, ANNE ARUNDEL CO. MD. (Located on the Magothy River, opposite Gibson Island, having a water frontage of approximately 100 Feet)

Feet)
By virtue of a Decree passed in the Circult Court for Anne Arundel County, in Equity, in a case entitled Arlington Federal Savings and Loan Association vs. Stanley S. Mortlock and Caroline K. Mortlock, his wife, the undersigned Trustee, will sell at public auction, on the premises, on

### Wednesday, June 29, 1960, at 2 O'clock P.M. (E. D. S. T.)

All (hat lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland and described as follows: Being known and designated as Lot No. 209, as shown on a plat of North Shore which plat is recorded in Plat Records of Anne Arundel County in Plat Cabinet 1 Rod A-9 Plat No. 14, now Plat Book 11 Page 23. Page 23.

Subject to any restrictive covenants and agreements of record, effecting same, if any.

The main residence improved by a ONE-STORY STUCCO OVER CONCRETE DWELLING, containing 4½ Rooms and 2 Baths. Oil heat, hot air.

Guest house, improved by a ONE - STORY STUCCO OVER CONCRETE DWELLING, containing 4 Rooms and bath. Oil heat, hot air. 2-CAR GARAGE.

Lot Size 109 feet by 420 feet.

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TERMS OF SALE: Cash. A deposit of \$2,000 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County. Taxes, Anne Arundel County Sanitary Charges and other municipal liens and charges, if any, to be adjusted to the date of sale.

WILLIAM R. PRICE, JR.

Trustee

E. T. NEWELL & CO., INC. Auctioneers 120-26 W. North Avenue Baltimore 1, Md. PLaza 2-3580

Ju-23

LIBER 125 PAGE 563 OFFICE

# Maryland Gazette Published by F. C. T.

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

### CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1960
We hereby certify, that the annexed
- Trustico Salu
Dustus Salu
Stanley S. Mortlock
<i>f</i> ,

was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 29th
day of
insertion being made the222d day of
June
THE CAPITAL-GAZETTE PRESS, INC.
ISED JUL-8 PM 1-89 Lilghman

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTIGING

# Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,804 Equity ARLINGTON FEDERAL SAV-INGS and LOAN ASSOCIATION VERSUS

VERSUS
STANLEY S. MORTLOCK and
CAROLINE K. MORTLOCK, his
wife

Ordered, this 1st day of July, 1960, That the sale of the Priperty in these Proceedings Mentioned made and reported by William R. Price, Jr. Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Annel Arundel County, once in each of three successive weeks before the 8th day of August next.

The report states that the

The report states that the amount of sale was \$23,600.00.
GEORGE T. CROMWELL, Clerk True Copy. TEST:
GEORGE T. CROMWELL, Clerk

# CERTIFICATE OF PUBLICATION

Annapolis, Md., _ Gargaret 1, 19_60
We hereby certify, that the annexed
Order Min Sale
Eq. 13, 804.
Stanley & Mortlock
vas published in

# Maryland Gazette

True Copy. TEST:		
GEORGE T. CROMWELL,	Clerk Jy- <b>28</b>	a newspaper published in the City of Annapolis, Anne Arundel
		County, Maryland, once a week for
		successive weeks before the Stly
		day of _ angust, 1960. The first
		insertion being mode the day of
		July, 1960.
		THE CAPITAL-GAZETTE PRESS, INC.
lo. M. G	1960	AUC-1 PM 35755 N. Islahmans.
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In the Case of	·
A 2	In the
Arlington Federal Savings and Loan	Cinquit C
Association	Circuit Court
VS.	_
Stanley S. Mortlock	
and	Anne Arundel County
Caroline K. Mortlock, his wife	
To the Honorable, the Judges of said Court:	No. 13,804 Equity
The Auditor reports to the Court that she has examined the p. hemshe has stated the within account.	proceedings in the above entitled cause, and from
account.	
All of which is respectfully submitted.	
<i>y</i>	7 Win
	agra 1. Jobling

Or.
Arlington Federal Savings and Loan Association vs. Stanley S..
Mortlock and Caroline K. Mortlock, his wife

tlock and Caroline K. Mortlock, his wife	ion vs.	Sta	nley S.	
		1		
To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	743	66	843	ا ا
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	100		
Clerk of Court - Court costs	H	50		
Auditor - stating this account	1	00	41	
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	II	24		l
Capital-Gazette Press - order nisi (sale	li .	00		
Capital-Gazette Press - order nisi (acct	12	00		l
The Sun - advertising sale	11	40		
Fidelity & Deposit Co. of Mdbond premi	- II	00		
E.T. Newell & Co., Incauctioneer's fee	650	00		l
Federal liens and judgment reports	4	00		
Vandalism insurance to 8/29/60	82	00		
One-half Federal documentary stamps	13	20		
One-half State documentary stamps	26	40		
Dorothy O'C. Giarth - notary fees	1	50		
Certified postage		07	1,112	
To Arlington Federal Savings and Loan Association, mortgagee - this balance on account mortgage claim	21,925	72	21 025	
	21,927	12	21,925	
				=
Amount of mortgage claim filed Interest on principal balance of \$29,179 from 5/18/60 to 9/26/60 - 131 days -	29,281 37	47		
at 5-3/4%	610	45		
•	29,891	92		
Cr. Amount allowed above	21,925	72		
Balance subject to decree in personam	7,966	20		

1

Cr.

William R. Price, Jr., Trustee

1969 June Proceeds of Sale 23,600 00 29 Interest on purchase price @ 6% -48 days 23,788 80 188 80 Refund 1960 State and County taxes-6 months 2 days 134 89 134 89 23,923 69

ORDER NISI LIBER 125	PAGE 503
Arlington Federal Savings and Loan Association	CIRCUIT COURT
VERSUS	For
Stanley S. Mortlock	ANNE ARUNDEL COUNTY
and	
Caroline K. Mortlock, his wife	
ORDERED, This 23rd	day of August 19.60, That the
Report and Account of the Auditor, filed this day in the	above entitled cause, ES
Jay of September next; Prove published in Anne Arundel County, once in each of September 26th day of September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September Note: September	inty 0 0 1
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# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

CONTRACT FOR ANNE ARUNOEL COUNTY ADVERTISING

# Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 13,804 Equity
Arlington Federal Savings and
Loan Association

Arilington Federal Savings and Loan Association

Versus

STANLEY S. MORTLOCK and CAROLINE K. MORTLOCK, his wife

Ordered, this 23rd day of August. 1960. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of September next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of September next.

GEORGE T. CROMWELL, Clerk True Copy.

TEST:
GEORGE T. CROMWELL, Clerk 5-8;

Annapolis, Md., Suptimentes 27, 1966
We hereby certify, that the annexed
Exder Mass Eg. 13 To 4
- Cusitor account
Staning of mostlook.
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was published in

# Maruland Gazotto

mayana Juzeux
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3
successive weeks before the _2 tia
day of, 19
insertion being made the _25th day of
angesset 1960.
THE CAPITAL-GAZETTE PRESS, INC.
7 191 2 08 By H. Talghan
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17 .

NO 13.830 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

FRANK CATTERTON, widower Greenock Bristol, Anne Arundel County, Maryland, Plaintiff

vs.

GEORGE BROWN

Drury, Anne Arundel County, Maryland FRANCES BURLEY, also known as FRANCES PRICE

Drury Anne Arundel County, Maryland ABBY MITCHELL, widow of FRANK MITCHELL

Greenock

Bristol, Anne Arundel County, Maryland WILBUR F. PETHERBRIDGE ( or PITHERBRIDGE), TRUSTEE named in the Last Will and Testament of Frank Mitchell, deceased JOSEPHINE FISHER, also known as JOSEPHINE BUTLER 1225 Duncan Street, Northwest Washington, District of Columbia

MARY ELLEN FISHER, also known as MARY ELLEN EVANS, and

SELLMAN (or SELMAN) EVANS, her husband 1154 Nineteenth Street, Northwest Washington, District of Columbia ELIZABETH FISHER, also known as

LIZZIE FISHER

529 Fifteenth Street, Southeast Washington, District of Columbia MINNIE ANN FISHER, also known as WINNIE ANN FISHER, also known as WINNIE (or MINNIE) FRANK FISHER, also known

as WINNIE (or MINNIE) TILLMAN Greenock, Anne Arundel County, Maryland also 529 Fifteenth Street, Northeast, Washington, District of Columbia

And any and all persons having or claiming to have any interest in property in the Eighth Election District of Anne Arundel County, Maryland, containing 47.75 acres, more or less part of Lots Nos. One, Two, and Four of the Frank Mitchell Farm, as laid out and described in a surveyor's report by John Shepherd, surveyor, recorded among the land records of Anne Arundel County on November 27, 1909, in Liber G.W. No. 69, folio 315, said property more particularly described by metes and bounds in a deed dated October 26, 1940, from Herbert Taylor Plummer, single, to Frank Catterton and

FILED

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wife and recorded among the aforesaid land records in Liber J.H.H. No. 223, folio 483; and being part of the 48½ acres formerly assessed to Sellman (or Selman) Evans, part of the 48½ acres formerly assessed to Lizzie Fisher, and part of the 31 acres formerly assessed to Winnie (or Minnie) Tillman, also known as Winnie (or Minnie) Fisher.

Defendants

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says:

FIRST: That a search of the Land Records, the records of the Register of Wills, and the equity and the law records of Anne Arundel County discloses that the named defendants were the owners of the property hereinafter described at the time it was sold at tax sales by the Treasurer of Anne Arundel County.

SECOND: That on or about the twelfth day of May, 1960, and on or about the 2nd day of June, 1960, the certificates of tax sale attached hereto and marked "Complainant's Exhibit No. 1" were issued by Edward M. Duna, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, which certificates and the respective assignments thereon contained are prayed to be taken as a part here of.

THIRD: That the property mentioned in said certificates and the assignments thereon is described as one entire tract, piece, or parcel of ground situate, lying, and being in the Eighth Election District of Anne Arundel County, Maryland, being a part of Green's Purchase and lying adjacent to Fox Holl, near Mount Calvary Church, and also a part of Lots Nos. One, Two, and Four of the Frank Mitchell Farm, as laid out and described in a surveyor's report by John Shepherd, surveyor, recorded among the land records of Anne Arundel County on November 27, 1909, in Liber G.W. No. 69, folio 315, and more particularly described as follows.

according to a plat and survey thereof made in November, 1936, by J. C. Wilkerson, surveyor, in a deed dated October 26, 1940, from Herbert Taylor Plummer, single, to Frank Catterton and wife, recorded among the aforesaid Land Records in Liber J.H.H. No. 223, folio 483, that is to say:

BEGINNING at a stone marked F.H. No. 7 on the Northwest corner of the Frank Mitchell Farm and bearing South 00 degrees 35 minutes East 717 feet to a post 30 feet South of 36 inch twin poplar -- on line, thence bearing South 64 degrees 00 minutes East 257 feet to a post, thence following along a ravine as follows South 55 degrees 30 minutes East 171 feet, South 54 degrees 30 minutes East 213 feet, South 55 degrees 10 minutes East 150 feet, South 71 degrees 40 minutes East 130 feet South 64 degrees 10 minutes East 159 feet, South 47 degrees 10 minutes East 220 feet, South 39 degrees 10 minutes East 212 feet to a post, thence leaving ravine and running North 69 degrees 53 minutes East 570 feet to a gate on a private road on the West line of the farm of Frank Catterton, thence bearing North 3 degrees West 1413 feet to a stone marked G.P. by a gravel post, thence bearing West 1675 feet to a stone marked F.H. No. 7 being the place of beginning and containing within these courses and distances about 47.75 acres of land.

BEING a part of the same land which was conveyed from Frank H. Stockett, Trustee, to Frank Mitchell, by deed dated October 11, 1876, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10, folio 587, and which was devised by the said Frank Mitchell to Wilbur F. Pitherbridge in trust for his widow, Abby Mitchell, and his four grandchildren, Josephine Fisher, Mary Ellen Fisher, Elizabeth Fisher, and Minnie Ann Fisher, by his last will and testament dated July 24, 1895, and duly admitted to probate by the Orphans Court of Anne Arundel County and record-

ed among the Will Records of said County in Liber W.F.P. No. 1, folio 190.

On the dates of the Collector's sales the said property was assessed as a part of three separate tracts of ground described as 48½ acres, more or less, 48½ acres, more or less, and 31 acres, more or less, respectively, in the Eighth Election District of Anne Arundel County, Maryland, and assessed respectively to Sellman (or Selman) Evans, whose last known address was 1154 Nineteenth Street, Northwest, Washington, District of Columbia; Lizzie Fisher, whose last known address was 529 Fifteenth Street, Southeast, Washington, District of Columbia; and Winnie (or Minnie) Tillman, also known as Winnie (or Minnie) Fisher, whose last known address was Greenock, Anne Arundel County, Maryland, and 529 Fifteenth Street, Northeast, Washington, District of Columbia. The amount due on the date of the tax sales on this and the balance of the other properties described in said certificates of tax sales was \$236.00.

FOURTH: That none of the said properties have been redeemed by any party in interest, although more than one year and one day from the dates of the sales has expired.

FIFTH: The complainant prays for process directed to the above named defendants, whose last known addresses are set out with their names after the description of the properties.

SIXTH: The complainant prays for an order of publication directed to all parties in interest in the said properties.

SEVENTH: To redeem the properties it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from the date of the respective sales as shown on the certificates of tax sales, all taxes, interest, and penalties accruing subsequent to the date of the respective sales which have actually been paid by the complainant or by any

prior holders, and the disbursements of the complainant made under the provisions of Sections 92 and 93 of Articles 81 of the Annotated Code of Maryland (1957 edition).

EIGHTH: The complainant prays the Court to pass a final decree foreclosing all rights of redemption of the defendants in and to the properties hereinbefore described.

AND, AS IS DUTY BOUND, ETC.

Frank Catterion, widower

Plaintiff

ANDERSON & ANDERSON

by Wife in Ef. autum

Marvin H. Anderson 92 Franklin Street Annapolis, Maryland

Telephone: COlonial 8-5035 Solicitors for Plaintiff

STATE OF MARYLAND, COUNTY OF Trice Grand, TO WIT:

I HEREBY CERTIFY that on this 6th day of the in the year nineteen hundred sixty, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid personally appeared FRANK CATTERTON, widower, the plaintiff in the foregoing Bill of Complaint, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information, and belief.

AS WITNESS my hand and seal notarial.

Notary Public

PUBLIC 1

Nº 3007-BCERTIFICATE OF TAX SALE	,
Nº 3007-BCERTIFICATE OF TAX SALE  Luccessor to C. alkut Hodges  I, Edward Si, Alexandri, Collector of Taxes for the State of Maryland and t	•
Collector of Taxes for the State of Maryland and t	he
County of Anne Arundel, hereby certify that on October 20, 1924, I sold to LL	<u>.                                    </u>
Ci Comm at public auction for the sum of 52.00 Dollars and	
Cents, of which 23 - Dollars has been paid as a deposit on the proper	
in Jest 8 described as all that little partif I grown and improvements, containing 451/2 ares of land home or	_[
was white in want clin fisher in	w.
day July 1895, and recorded anough the testament	タな
tech Uniter band Con to in teles W. F. It is 1 toler 190 stc.	
selsed to Lelman Evans for the rican 1938 1929 and 1930 selsequent logications	<i>,</i>
and assessed to Silinum Crans	
The property described herein is subject to redemption. Upon redemption the holder of this ce	r-
tificate will be refunded the sums paid on account of the purchase price together with intere thereon at the rate of six per cent per annum from the date of payment to the date of redemptio	st
together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendator	rv
thereof. The balance due on account of the purchase price and all taxes, together with intere and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before	ra
a deed can be delivered to the purchaser. After Ooker July 27, 1933, a proceeding can be	he
brought to foreclose all rights of redemption in the property. This certificate will be void unle such a proceeding is brought within two years from the date of this certificate.	38
Witness my hand and seal, this 13 - day of 1144 1960	
Edward M. Lum I	
CoNector.	
State of Maryland, Anne Arundel County, Sct:	
I hereby certify, that on this LELL day of October, 1962, before me, the subscriber,	а
Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeare	d,
and the State of Maryland, and acknowledged the aforegoing certificate to be his act.	.y
Witness my hand and seal Notarial,	
Ruth M. Louise	
Notary Public.	
My Commission Expires / 1961	
/ FILED	
INCO THE TO SECTION	
"COMPLAINANT'S EXHIBIT NO. 1"	

FOR VALUE RECEIVE the COUNTY COMMISSIONERS ANNE ARUNDEL COUNTY, a body politic of the State of Maryland and the original purchasers of the property described in the within Certificate of Tax Sale at the tax sale therein mentioned, do hereby this // day of May, 1960, assign all of their right, title, and interest in and to so much of said Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, the same being part of the property which was conveyed in fee-simple from C. Albert Hodges, Late Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County to said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F. A. M. No. 157, folio 153, unto the said ROBERT A. TAYLOR.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, by Frank W. Wilde, its president, and its seal hereto affixed

and attested by Lucy Loskosky, its Clerk.

ATTEST:

COUNTY COMMISSIONERS OF AVNE ARUNDEL COUNTY.

Frankow. Wilder President

FOR VALUE RECEIVED, we hereby assign all of our right, title, and interest in and to so much of the within tertificate of Tax Sale pertaining to, and in and to so much of the real estate described

thereon which was conveyed in fee simple by us to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334,

unto HERBERT TAYLOR PLUMMER.

WITNESS our hands and seals this 20 th day of May, 1960.

WITNESS:

Robert Andrew Taylor

FOR VALUE RECEIVED, (I) ( hereby assign all of (my) ( right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to the undersigned, Herbert Taylor Plummer, by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, unto FRANK CATTERTON, surviving tenant by the entireties in a deed from said Herbert Taylor Plummer, single, to Frank Catterton and Agnes

M. Catterton, his wife, dated October 26, 1940, and recorded among the aforesaid land records in Liber J. H. H. No. 223, folio 483.

WITNESS: (my) (our) hand(s) and seal(s) this 20th day of May 1960.

WITNESS: (SEAL)

Nº 3009-B CERTIFICATE OF TAX SALE
I, Edward m. Dunn Collector of Taxes for the State of Maryland and the
county of Affice Arunder, hereby certify that on October I sold to U. U.
Cu. Comm at public auction for the sum of 82 on Dollars and
Cents, of which S2-60 Dollars has been paid as a deposit on the property
in Witch Dollars has been paid as a deposit on the property
and improvements bling in the right of the Think of ground
Consalisand 484 acres I lunch more or lies which was
derived to Ligger Tile by Frank mutchel by will
testamentary records flor said Country in Like W. F. hor Follo
and assessed to Siggie Fisher
The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest
thereon at the rate of six per cent per annum from the date of payment to the date of redomntion
together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest
and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October July 29, 1933, a proceeding can be
brought to foreclose an rights of redemption in the property. This certificate will be void upless
such a proceeding is brought within two years from the date of this certificate.
Witness my band and seel this 5 /
Witness my hand and seal, this day of 1966
St. St. ()
Collector.
, , , , , , , , , , , , , , , , , , , ,
State of Maryland, Anne Arundel County, Sct:
I hereby certify, that on this 2nd day of October, 1960, hefore me, the subscriber of
Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared,  Treasurer and Collector of Taxes for Anne Arundel County
and the State of Maryland, and acknowledged the aforegoing certificate to be his act.
Witness my hand and seal Notarial,
Kuth ho James
Notary Publication
My Commission Expires
"COMPLATIANTES DATES OF THE USE HELD TO

FOR VALUE RECEITED, THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland & I the original purchasers of the property described in the within Certificate of Tax Sale at the tax sale therein mentioned, do hereby this 7 \*\* day of June, 1960, assign all of their right, title, and interest in and to so much of said Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louis Taylor, his wife, to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F.A.M. No. 157, folio 334, the same being part of the property which was conveyed in fee-simple from C. Albert Hodges, Late Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County to said Robert A. Taylor by deed dated N vember 5, 1936, and recorded among the aforesaid land records in Liber F.A.M. No. 157, folio 153, unto the said ROBERT A. TAYLOR.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, by Frank W. Wilde, its president, and its seal hereto affixed and attested by Lucy Loskosky, its Clerk.

> COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

FOR VALUE RECEIVED, we hereby assign all of our right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F.A.M. No. 157, folio 334, unto HERBERT TAYLOR PLUMMER.

WITNESS our hands and seals this 8th day of June, 1960

WITNESS:

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to the undersigned, Herbert Taylor Plummer, by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F.A.M. No. 157, folio 334, unto FRANK CATTERION, surviving tenant by the entireties in a deed from said Herbert Taylor Plummer, single, to Frank Catterton and Agnes M. Catterton, his wife, dated October 26, 1940, and recorded among the aforesaid land records in Liber J.H.H. No. 223, folio 483.

WITNESS my hand and seal this 8th day of June, 1960. Herbert Taylor Blummer. unmarried

Nº 3008-BCERTIFICATE OF TAX SALE
I, Educat Su. Lucian for Collector of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October 11, 1932, I sold to a.
(v. Coinin. at public auction for the sum of Dollars and
in Dist 8 described as are the let or purcel of
ground and improvements containing 31 Cicros Snow or less gland.
31 Cicro Snow or less gland.
γ
and assessed to Winnie or Minnie Dillman, De Fricke
The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1933, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.
Witness my hand and seal, this
State of Maryland, Anne Arundel County, Sct:
I hereby certify, that on this day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, the State of Maryland, and acknowledged the aforegoing certificate to be his act.
Witness my hand and seal Notarial,
full Mitted
Notary Public.
My Commission Expires //Ay 1, 1961
FILED
1968 - 10 AM II: 11

FOR VALUE RECEIVED, the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politi of the State of Maryland . I the original purchasers of the property described in the within Certificate of Tax Sale at the tax sale therein mentioned, do hereby this 1776 Eday of May, 1960, assign all of their right, title, and interest in and to so much of said Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to Herbert Taylor Plummer by deed dated December 1, 1936, and Frecorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, the same being part of the property which was conveyed in fee-simple from C. Albert Hodges, Late Treasurer of Anne Arundel County and the County Commissions of Anne Arundel County to said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F. A. M. No. 157, folio 153, unto the said ROBERT A. TAYLOR.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, by Frank W. Wilde, its president, and its seal hereto affixed Loskosky, its Clerk and attested by Lucy

ATTEST:

COUNTY COMMISSIONERS OF ANNE -ARUND EL COUNTY

FOR VALUE RECEIVED, we hereby assign all of our right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, unto HERBERT TAYLOR PLUMMER.

WITNESS our hands and seals this of day of May, 1960.

WITNESS:

FOR VALUE RECEIVED, (I)() hereby assign all of (my)() right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to the undersigned, Herbert Taylor Plummer, by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, unto FRANK CATTERTON, surviving tenant by the entireties in a deed fromsaid Herbert Taylor Plummer, single, to Frank Catterton and Agnes M. Catterton, his wife, dated October 26, 1940, and recorded among the aforesaid land records in Liber J.H.H. No. 223, folio 483.

WITNESS (my) (our) hand(s) and seal(s) this 20th day of May, 1960.

lesber & Daylor (Slummer (SEAL)

# ANDERSON & ANDERSON, SOLICITORS 92 Franklin Street Annapolis, Maryland UPER 125 PAGE 581

NO. EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, FRANK CATTERTON vs. GEORGE BROWN, FRANCES BURLEY also known as FRANCES PRICE, ABBY MITCHELL, widow of FRANK MITCHELL, WILBUR F. PETHERBRIDGE (or PITHERBRIDGE), TRUSTEE named in the Last Will and Testament of Frank Mitchell, deceased, JOSEPHINE FISHER, also known as JOSEPHINE BUTLER, MARY ELLEN FISHER, also known as MARY ELLEN EVANS and SELLMAN (or SELMAN) EVANS, her husband, ELIZABETH FISHER, also known as LIZZIE FISHER, MINNIE ANN FISHER, also known as WINNIE (or MINNIE) FRANK FISHER, also known as WINNIE (or MINNIE) TILLMAN, and any and all persons having or claiming to have any interest in the property hereinafter described.

#### ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County and State of Maryland and that the complainant in the proceeding has acquired all of the right title, interest, and estate of the original purchasers from the Collector of Taxes of the property hereinafter described:

All that tract, piece, or parcel of ground situate, lying, and being in the Eighth Election District of Anne Arundel County, Maryland, being a part of Green's Purchase and lying adjacent to Fox Holl, near Mount Calvary Church, and also a part of Lots Nos. One, Two, and Four of the Frank Mitchell Farm, as laid out and described in a surveyor's report by John Shepherd, surveyor, recorded among the land records of Anne Arundel County on November 27, 1909, in Liber G.W. No. 69, folio 315, and more particularly described as follows, according to a plat and survey thereof made in November, 1936, by J. C. Wilkerson, surveyor, in a deed dated October 26, 1940, from Herbert Taylor Plummer, single, to Frank Catterton and wife, recorded among the aforesaid Land Records in Liber J.H.H. No. 223, folio 483, that is to say:

BEGINNING at a stone marked F.H. No. 7 on the Northwest corner of the Frank Mitchell Farm and bearing South 00 degrees 35 minutes East 717 feet to a post 30 feet South of 36 inch twin poplar -- on line, thence bearing South 64 degrees 00 minutes East 257 feet to a post, thence following along a ravine as follows South 55 degrees 30 minutes East 171 feet, South 54 degrees 30 minutes East 213 feet, South 55 degrees 10 minutes East 150 feet, South 71 degrees 40 minutes East 130 feet South 64 degrees 10 minutes East 159 feet, South 47 degrees 10 minutes East 220 feet, South 39 degrees 10 minutes East 212 feet to a post, thence leaving ravine and running North 69 degrees 53 minutes East 570 feet to a gate on a private road on the West line of the farm of Frank Catterton, thence bearing North 3 degrees West 1413 feet to a stone marked G.P. by a gravel post, thence bearing West 1675 feet to a stone marked F.H. No. 7 being the place of beginning and containing with these courses and distances about 47.75 acres of land.

BEING a part of the same land which was conveyed from Frank H. Stockett, Trustee, to Frank Mitchell, by deed dated October 11, 1876, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10, folio 587, and which was devised by the said Frank Mitchell to Wilbur F. Pitherbridge in trust for his widow, Abby Mitchell, and his four grandchildren, Josephine Fisher, Mary Ellen Fisher, Elizabeth Fisher, and Minnie Ann Fisher, by his last will and testament dated July 24, 1895, and duly admitted to probate by the Orphans Court of Anne Arundel County and recorded among the Will Records of said County in Liber W.F.P. No. 1, folio 190, which said property was assessed on the dates of Collector's Sales as a part of three separate tracts of ground described as 48½ acres, more or less, 48½ acres, more or less, and 31 acres,

LEER 125 FAGE 583

more or less, respectively, in the Eighth Election District of Anne A undel County, Maryland, and assessed respectively to Sellman (or Selman) Evans, Lizzie Fisher, and Winnie (or Minnie) Tillman, also known as Winnie (or Minnie) Fisher.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year from the date of sale has expired.

It is thereupon this / day of June, 1960, by the Circuit Court for Anne Arundel County, in equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the day of Gugust, 1960, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the complainant a title free and clear of encumbrances.

Clerk

TRUE COPY TEST:

Jeorge T. Cromvelf Clerk

#### ANDERSON & ANDERSON 92 Franklin Street Annapolis, Marylan

Annapolis, Marylans

NO. 13,830 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, FRANK CATTERTON VS. GEORGE BROWN, FRANCES BURLEY, also known as FRANCES PRICE, ABBY MITCHELL, WIDOW OF FRANK MITCHELL, WIDOW OF FRANK MITCHELL, WILBUR F. PETHER BRIDGE), TRUSTEE named in the Last Will and Testament OF FRANK MITCHELL, deceased, JOSEPHINE FISHER, also known as JOSEPHINE BUTLER. MARY ELLEN FISHER, also known as MARY ELLEN EVANS and SELLMAN (OF SELMAN) EVANS, her husband, ELIZABETH FISHER, also known as LIZZIE FISHER, MINNIE ANN FISHER, also known as WINNIE ANN FISHER, also known as WINNIE (OF MINNIE) FRANK FISHER also known as WINNIE (OF MINNIE) TILLMAN. And any and all persons having or claiming to have any interest in the property hereinafter described.

### Order Of **Publication**

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County and State of Maryland and that the complainant in the proceeding has acquired all of the right title, interest, and estate of the original purchasers from the Collector of Taxes of the property hereinafter described: the pr scribed:

the property hereinafter described:

All that tract, piece, or parcel of ground situate, lying, and being in the Elghth Election District of Anne Arundel County, Maryland, being a part of Green's Purchase and lying adjacent to Fox Holl, near Mount Calvary Church, and also a part of Lots Nos. One, Two, and Four of the Frank Mitchell Farm, as laid out and described in a surveyor's report by John Shepherd, surveyor, recorded among the surveyor, recorded among the land records of Anne Arunder County on November 27, 1960, in Liber G.W. No. 69, follo 315, and more particularly described as follows, according to a plat and survey thereof made in November, 1936, by J. C. Wilkerson, surveyor, in a deed dated October 26, 1940, from Herbert Taylor Plummer, single, to Frank Catterton and wife, recorded among the aforesald Land Records in Liber J.H.H. No. 223, folio 483, that is to say:

BEGINNING at a slooe marked F.H. No. 7 on the Northwest cor-

ords in Liber J.H.H. No. 223, folio 483, that is to say:

BEGINNING at a slooe marked F.H. No. 7 on the Northwest corner of the Frank Mitchell Farmand bearing South 00 degrees 35 minutes East 717 feet to a post 30 feet South of 36 inch twin poplar—on line, theoce bearing South 64 degrees 00 minutes East 257 feet to a post, thence following along a ravine as follows South 55 degrees 30 minutes East 171 feet. South 54 degrees 30 minutes East 213 feet. South 55 degrees 10 minutes East 130 feet South 64 degrees 10 minutes East 130 feet South 64 degrees 10 minutes East 159 feet, South 47 degrees 10 minutes East 220 feet. South 39 degrees 10 minutes East 221 feet to a post, thence leaving ravine and running North 69 degrees 53 minutes East 570 feet to a gate 00 a private road on the West line of the farm of Frank Calterton, thence bearing North 3 degrees West 1413 feet to a stone marked G.P. by a gravel post, thence bearing West 1675 fect to a stone marked F.H. No. 7 being the place of beginning and contaioning with these courses and distances about 47.75 acres of land.

OFFICE ORDER 125 PAGE 584

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

# CERTIFICATE OF PUBLICATION

Annapolis, Md.,, 19_60
ne the annexed
Deden of Publication
<u> </u>
- George Brown, Etc.
was published in

# Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 19th
day of angust
insertion being made the 16 th day of
, 19_6D.
THE CAPITAL-GAZETTE PRESS, INC.
57 By H. Tilghanson
57 By Milagnanian

BEING a part of the same land which was conveyed from Frank II. Stockett, Trustee, to Frank Mitchell, by deed dated October 11, 1876. and recorded among the Laod Records of Anne Arundel County in Liber S.H. No. 10, follo 587, and which was devised by the said Frank Mitchell to Wilbur F. Pitherbirdge in trust for his widow, Abby Mitchell, and his four grandchildren, Josephine Fisher, Mary Ellen Fisher, Elizabeth Fisher, and Minnie Ans Fisher, by his last will and testament dated July 24, 1895, and duly admitted to probate by the Orphans Court of Anne Arundel County and recorded among the Will Records of said County in Liber W.F.P. No. 1, folio 190, which said property was assessed on the dates of Collector's Sales as a part of three separate tracts of ground described as 4812 acres, more or less, and 31 acres, more or less, and 31 acres, more or less, respectively, in the Eighth Election District of Anne Arundel County, Maryland, and assessed respectively to Sellman tor Schnan) Evans, Lizzie Fisher, and Winnie (or Minnie) Fisher.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year from the date of sale has explred.

11 is thereupon this 10th day of June, 1960, by the Circuit Court for Anne

year from the date of sale has expired.

It is thereupon this 10th day of June, 1960, by the Circuit Court for Anne Arundel County, in equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 17th day of August, 1960, and redeem the property and answer the bill, or thereafter a final decree will be rendered to reclosing all rights of redemption in the properties and vesting in the complainant a title free and clear of encumbrances. GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk

FRANK CATTERTON

NO. 13,830 EQUITY

Plaintiff

\*

IN THE

v.

\*

CIRCUIT COURT

GEORGE BROWN and others

\*

FOR

Defendants

ANNE ARUNDEL COUNTY

\* \* \* \* \* \* \* \* \* \* \* \*

# AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this A day of August in the year 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin H. Anderson, Attorney for Frank Catterton, the Plaintiff, and made oath in due form of law that on June 10, 1960, he mailed, postage paid, by Registered United States mail return receipt requested, a true copy of the Order of Publication passed in this cause to each of the following named defendants at the addresses shown, which are the last known addresses for each of said defendants, as evidenced by the receipts for said letters filed herewith and made a part hereof:

Winnie (or Minnie) Tillman also known as Minnie Ann Fisher also known as Winnie Ann Fisher also known as Winnie (or Minnie) Frank Fisher 529 Fifteenth Street, Northeast Washington, District of Columbia

Elizabeth Fisher also known as Lizzie Fisher 529 Fifteenth Street, Southeast Washington, District of Columbia

Sellman (or Selman) Evans 1154 Nineteenth Street, Northwest Washington, District of Columbia

Mary Ellen Evans
also known as Mary Ellen
Fisher
1154 Nineteenth Street,
Northwest
Washington, District of
Columbia

Josephine Butler
also known as Josephine
Fisher
1225 Duncan Street, Northwest
Washington, District of
Columbia

FILED

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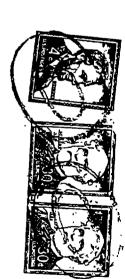
And he further made oath in due form of law that there after he received through the United States mail all of the respective envelopes together with the contents thereof, which he had mailed as aforesaid to each of the above named defendants, which said envelopes and the contents thereof are filed herewith and made a part hereof.

Marvin H. Anderson
Attorney for Plaintiff

As witness my hand and seal Notarial.

Murtle Turne

Fee 1 8.070 REGISTERED, NO. ... REGISTERED NO. ...... Ret. receipt fee \$. CC. ...... Spec. del'y fee \$. Spec del'y fee \$\_ Ret receipt fee \$ ( C) ... Airmiail ... himail Rest del'y fee \$\_\_\_\_ 5791 5792 Washington, District of Columbia 529 Fifteenth Street, Southeast ! Elizabeth Fisher 529 Fifteenth Street, Northeast Washington, District of Columbia Winnie (or Minnie) Tillman also known as Lizzie Fisher **19**0 ;



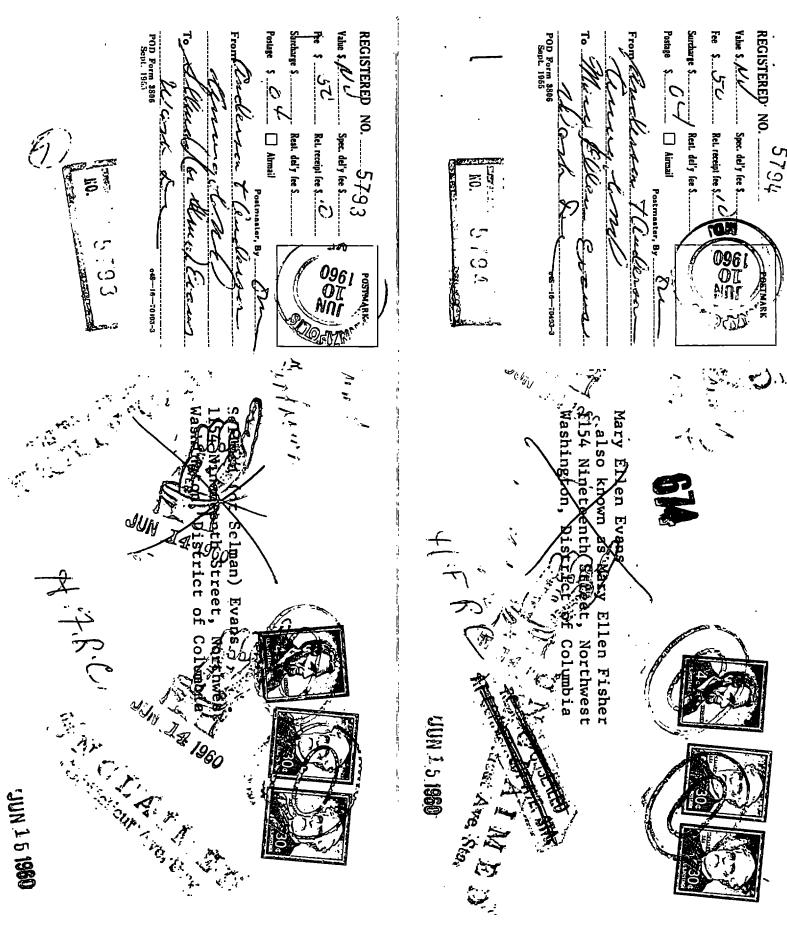
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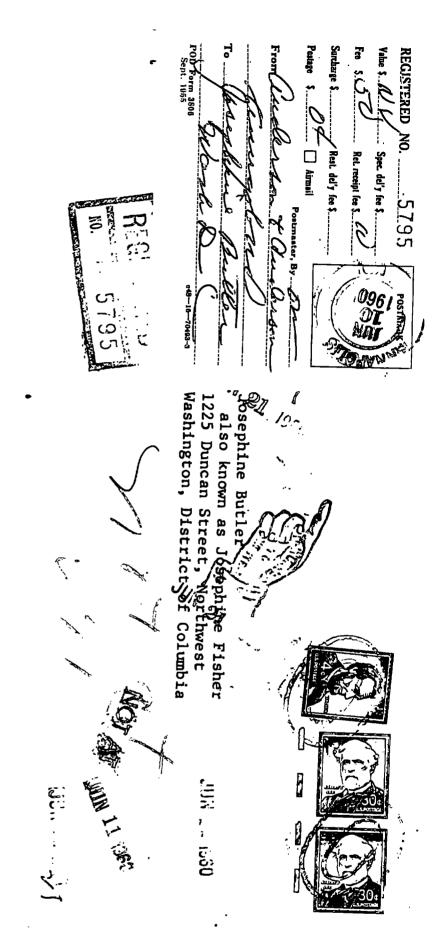
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Name repeated in Directory

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### LEFER 125 PAGE 591

FRANK CATTERTON \* NO. 13,830 EQUITY

Plaintiff \* IN THE

\* CIRCUIT COURT

GEORGE BROWN and others \* FOR

Defendants \* ANNE ARUNDEL COUNTY

\* \* \* \* \* \* \* \* \* \* \* \*

# AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY. TO WIT:

I hereby certify that on this  $29^{4}$  day of August, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, FRANK CATTERTON, plaintiff, in the above entitled cause, and made oath, in due form of law, that he is not able to determine whether or not the defendants, George Brown, Frances Burley, also known as Frances Price, Abby Mitchell, widow of Frank Mitchell, Wilbur F. Petherbridge (or Pitherbridge), Trustee named in the Last Will and Testament of Frank Mitchell, deceased, Josephine Fisher, also known as Josephine Butler, Mary Ellen Fisher, also known as Mary Ellen Evans, Sellman (or Selman) Evans, her husband, Elizabeth Fisher, also known as Lizzie Fisher, and Minnie Ann Fisher, also known as Winnie Ann Fisher, also known as Winnie (or Minnie) Frank Fisher, also known as Winnie (or Minnie) Tillman, or any of the, are now in the military service of the United States of America, but to the best of his knowledge and belief none of said defendants are in such service, and that the property referred to herein was not occupied by said defendants or their dependents during the pendency of this suit for any purpose whatsoever.

In Testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 29th day of August, 1960.

My Commission Expires: May 1961

Notavy Public

FRANK CATTERTON

NO. 13,830 EQUITY

Plaintiff

IN THE

ν.

CIRCUIT COURT

GEORGE BROWN and others

FOR

Defendants

ANNE ARUNDEL COUNTY

\* \* \* \* \* \* \* \* \* \*

### PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Frank Catterton, the plaintiff in the foregoing cause, by Marvin H. Anderson and Anderson & Anderson his Attorneys, respectfully shows:

1. That two returns of "Non Est" have been made against each of the following defendants in the above entitled case:

George Brown

Frances Burley, also known as Frances Price

Abby Mitchell, widow of Frank Mitchell

Minnie Ann Fisher, also known as Winnie Ann Fisher, also known as Winnie (or Minnie) Frank Fisher, also known as Winnie (or Minnie) Tillman

2. That none of the defendants, residents and non-residents, have either appeared or answered as required by the Order of Publication in this cause although the time for so doing has expired, as will be seen by reference to the certificate of publication hereto attached.

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Pro Confesso against each of the defendants.

ANDERSON & ANDERSON

1960 AUG 30 PM Attorney for Plaintiff

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FRANK CATTERTON \* NO. 13,830 EQUITY

Plaintiff \* IN THE

\* CIRCUIT COURT

GEORGE BROWN and others \* FOR

Defendants \* ANNE ARUNDEL COUNTY

\* \* \* \* \* \* \* \* \* \* \*

### DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said order, against all the defendants named herein and all persons having or claiming to have any interest in the real estate therein described.

And it further appearing that subpoenas issued out of this court directed to the defendants, George Brown, Frances Burley, also known as Frances Price, Abby Mitchell, widow of Frank Mitchell, and Minnie Ann Fisher, also known as Winnie Ann Fisher, also known as Winnie (or Minnie) Frank Fisher, also known as Winnie (or Minnie) Tillman, have been returned twice "Non Est" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the defendant, Wilbur F. Petherbridge (or Pitherbridge), Trustee named in the Last Will and Testament of Frank Mitchell, deceased, is now deceased, his Last Will and Testament having been duly admitted to probate and recorded among the Probate Records of Anne Arundel County on October 23, 1934, in Will Book Liber G.T.C. No. 1-51, folio 527.

And it further appearing that all of the defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an answer or other pleadings to the Bill of

Complaint, and the time within which the defendants could so appear and file an answer having now expired, it is, thereupon, this 30 day of September, 1960, by the Circuit Court for Anne Arundel County in Equity,

ADJUDGED, ORDERED, and DECREED that the Bill of Complaint be and the same is hereby taken Pro Confesso as against each of the defendants named in the Bill of Complaint and all persons having or claiming to have any interest in the real estate described in these proceedings.

Matthe & France

Judge

FILED 1960 AUG 31 AM 10:19

FRANK CATTERTON, widower

NO. 13,830 EQUITY

\*

IN THE

-1-

CIRCUIT COURT

GFORGE BROWN and others

v.

\*

FOR

.

ANNE ARUNDEL COUNTY

\* \* \* \* \* \* \* \* \* \* \* \*

#### DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 70 to 123, of the Annotated Cost of Maryland, 1957 Edition.

It is, thereupon, this / day of October, 1960, by the Circuit Court for Anne Arundel County, in Equity, adjudged, Ordered and Decreed:

- 1. That the rights of redemption of the respondents, George Brown, Frances Burley, also known as Frances Price, /bby Mitchell, widow of Frank Mitchell, Wilbur F. Petherbridge (or Pitherbridge), Trustee named in the Last Will and Testament of Frank Mitchell, deceased, Josephine Fisher, also known as Josephine Butler, Mary Ellen Fisher, also known as Mary Ellen Evans, Sellman (or Selman) Evans, her husband, Elizabeth Fisher, also known as Lizzie Fisher, and Minnie Ann Fisher, also known as Winnie Ann Fisher, also known as Winnie (or Minnie) Frank Fisher, also known as Winnie (or Minnie) Tillman, or anyone claiming by, from, or under them, or any of them in and to the property described in the Bill of Complaint and Certificates of Tax Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.
- 2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents

occurring prior to this decree, as well as all encumbrances there on (except taxes accruing subsequent to said date of sale and the public easements to which the same in subject), is hereby vested in the Complainant.

- 3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County, shall execute a deed conveying said property to Frank Catterton.
- 4. That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.
- 5. That the Plaintiff shall pay the costs of these proceedings.

Matthew L Crap- 2

SAMUEL SCHENKER

IN THE

CIRCUIT COURT

Plaintiff

vs

TARES TARES

<sub>E</sub>Λ E

HELEN E. JAEGER, also known as HELEN E. JEAGER

FOR

Defendant

ANNE ARUNDEL COUNTY

\*\* \*\* \*\*

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EQUITY NO. 12,885

#### DECRME PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendant named above, and all persons having or claiming to have any interest in the real estate therein described as assessed to said Defendant and sold to Plaintiff on the 8th day of October, 1956, for ron payment of taxes due for the year, 1955.

And it further appearing that subpoenas issued out of this Court directed to the Defendant Helen r. Jaeger, also known as Helen E. Jeager have been returned "Non Est", twice.

And it further appearing that the aforesaid Defendant has failed to enter her appearance herein in person or by Solicitor, has failed to file an answer to the Bill of Complaint, and the time within which said Defendant could so appear and file an answer having now expired it is, thereupon this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 1959, by the Circuit Court for Anne Arundel County, in Equity:

Adjudged, Ordered and Decreed that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said Defendant, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendant and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 8th day of October, 1956.

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SAMUEL SCHENKER LIBER 125 PART 598

IN THE

Plaintiff .

CIRCUIT COURT

vs.

FOR

ANNE ARUNDEL COUNTY

HELEN E. JAEGER, also known as HELEN E. JEAGER

EQUITY NO. 12,885

Defendant

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings of this cause having been read and considered and it appearing to this Court that subpoenas issued out of this Court directed to the Maryland Resident Defendant, Helen E. Jaeger, also known as Helen E. Jeager, have been returned twice "Non-Est", as will more fully appear from the Sheriff's return filed herein

And it further appearing that a Decree Pro Confesso was entered herein against the Defendant mentioned, and that she did not enter her appearance herein or answer these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 30 day of Liphur 1960.

Adjudged, Ordered and Decreed that all rights of redemption to the property mentioned herein of the Defendant, Helen 2. Jaeger, also known as Helen E. Jeager, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefensible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff on the 8th day of October 1956 for non-payment of taxes for the year 1955:

(1) Certificate No. 3076 - Lots 54, 55,56,57 3 58, Block 68 Sec. C. as shown on the Plat of Herald Jarbor, Second Section District.

free and clear of all alientions and dissents of said property occurring prior to this Decree, and free of all encumbrances thereon, except takes accraing subsequent to the tax sale

mentioned in this cause and public easements to which said property mentioned in this cause and proceeding is subject, and it is further;

Ordered that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Plaintiff, Samuel Schenker, in these proceedings, a Deed of Conveyance to the foresaid lots of land and improvements, upon payment by the Plaintiff to said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any, and it is further;

Ordered that the Claintiff pay the costs of these proceedings.

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